



Amendment No. 14
to
Contract No. NS080000022
For
Amanda Software Maintenance and Support
Between
CSDC, Inc.
dba CSDC Systems, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	CSDC, Inc. dba CSDC Systems, Inc.	Calytera US, Inc
Vendor Code	V00000945854	V00000945854
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 14 is hereby incorporated into and made a part of the Contract.

A handwritten signature in blue ink that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

12-12-19

Date



Amendment No. 13
to
Contract No. NS080000022
for
Amanda Software Maintenance and Support
between
CSDC Systems, Inc. dba CSDC Systems, Inc US CO
and the
City of Austin

- 1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	CSDC Systems, Inc. dba CSDC Systems, Inc US CO.	CSDC Inc. dba CSDC Systems, Inc
Vendor Code	CSD8321210	V00000945854
FEIN	██████████	██████████

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 13 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script, reading "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date

6-16-17



Amendment No. 12
to
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 01, 2017 through December 31, 2017. No options will remain.
- 2.0 The total contract amount is increased by \$662,347.00 for this extension period. The total contract authorization is recapped below:


Action	Action Amount	Total Contract Amount
Initial Term: 02/26/2008 – 12/31/2008	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/2009 – 12/31/2009	\$178,280.60	\$357,768.56
Amendment No. 2: Correction: Amount entered for Option 1 should have been \$317,354.00. Correction made in paragraph 1.0 and 2.0. 11/30/2009	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/2010 – 12/31/2010	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/2011 – 12/31/2011	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/2012 – 12/31/2012	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5: Per RCA #49, (12/13/2013) add 1 additional 12-month extention to the contract and additional modules and services 01/01/2013 - 12/31/2013	\$450,940.00	\$1,839,779.25
Amendment No. 7: Per RCA #53 (12/12/2013) add 4 additional extension options, licenses, modules and services. 12/18/2013	\$0.00	\$1,839,779.25
Amendment No. 8: Option 6 01/01/2014 – 12/31/2014	\$1,537,079.00	\$3,376,858.25
Amendment No. 9: Module Modification 02/19/2014	\$0.00	\$3,376,858.25
Amendment No. 10: Option 7 01/01/2015 – 12/31/2015	\$1,365,176.00	\$4,742,034.25
Amendment No. 11: Option 8 01/01/2016 – 12/31/2016	\$723,968.00	\$5,466,002.25
Amendment No. 12: Option 9 01/01/2017 – 12/31/2017	\$662,347.00	\$6,128,349.25

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  Dec 14, 2016

Printed Name: Eric David
Authorized Representative

CSDC Systems, Inc.
1705 Tech Ave. Unit 1
Mississauga, Ontario
Canada L4W 0A2
(888) 661-1933

Sign/Date:  1/3/17

Gage Loots
Corporate Contract Purchasing Manager

Austin Energy
Purchasing Office
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 11
to
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 1, 2016 through December 31, 2016. One option remains.
- 2.0 The total contract amount is increased by \$723,968.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/26/2008 – 12/31/2008	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/2009 – 12/31/2009	\$178,280.60	\$357,768.56
Amendment No. 2: Correction: Amount entered for Option 1 should have been \$317,354.00. Correction made in paragraph 1.0 and 2.0. 11/30/2009	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/2010 – 12/31/2010	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/2011 – 12/31/2011	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/2012 – 12/31/2012	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5: Per RCA #49, (12/13/2013) add 1 additional 12-month extension to the contract and additional modules and services 01/01/2013 - 12/31/2013	\$450,940.00	\$1,839,779.25
Amendment No. 7: Per RCA #53 (12/12/2013) add 4 additional extension options, licenses, modules and services. 12/18/2013	\$0.00	\$1,839,779.25
Amendment No. 8: Option 6 01/01/2014 – 12/31/2014	\$1,537,079.00	\$3,376,858.25
Amendment No. 9: Module Modification 02/19/2014	\$0.00	\$3,376,858.25
Amendment No. 10: Option 7 01/01/2015 – 12/31/2015	\$1,365,176.00	\$4,742,034.25
Amendment No. 11: Option 8 01/01/2016 – 12/31/2016	\$723,968.00	\$5,466,002.25

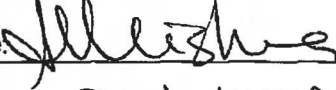
- 3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

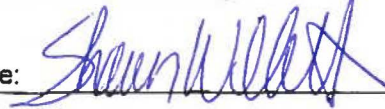
Sign/Date:

 Dec 23, 2015

Printed Name: DAN MISHRA, CEO
Authorized Representative

CSDC Systems, Inc.
1705 Tech Ave. Unit 1
Mississauga, Ontario
Canada L4W 0A2
(888) 661-1933

Sign/Date:

 12/29/15

Shawn Willet
Corporate Contract Compliance Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. ~~9~~

of
Contract No. NS080000022

for

Amanda PIER Software Maintenance and Support

between

CSDC Systems, Inc.

and the

City of Austin

NOTE: Two versions of Amd No. 9 were inadvertently created. Amd No. 9 dealt with a "Module Modification". This is Amd No. 10 and deals with Option 7 of the stated contract.

Amendment No. 10


- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2015, the term for the extension option will be January 1, 2015 to December 31, 2015 and there are two remaining options.
- 2.0 The total contract amount is increased by \$1,365,176 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amd #1 Per RCA (option #1) 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5 & Add modules, services and 1additional twelve month option 01/01/13 – 12/31/13	\$450,940.00	\$1,839,779.25
Amendment No. 7: Add 4 additional Extension Options, licenses, modules and services	\$0.00	\$1,839,779.25
Amendment No. 8: Option 6 01/01/14 – 12/31/14	\$1,537,079.00	\$3,376,858.25
Amendment No. 9 : Option 7 01/01/15 – 12/31/15	\$1,365,176.00	\$4,742,034.25

Amd No. 10 →

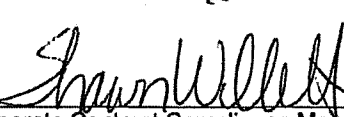
- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.



Signature & Date: _____
Dec 3, 2014

Printed Name: Eric David
Authorized Representative

CSDC Systems, Inc.
1705 Tech Ave. Unit 1
Mississauga, Ontario
Canada L4W 0A2


Signature & Date: _____ 12/26/14
Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
Financial Services
City of Austin
Purchasing Office

Reviewed & Approved:



Michael Benson, CAO 12/26/14



Amendment No. 9
of
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 Contract is modified to include the following Phases and Milestones. There is no change in the Total Contract Amount.

Austin Portal II module will be split into two (2) phases and four (4) milestones:

Phase I: Registration, Login, My Permits, Permit Details, Payment Page and Credit Card Interface

Phase II: All remaining functionality stated in the SOW

Milestone 4: Phase 1a - Configuration

Payment of \$13,500 will be made when Configuration is completed and approved in writing by City of Austin

Milestone 5: Phase 1b - Testing

Payment of \$6,750 will be made when Testing is completed and approved in writing by City of Austin

Milestone 6: Phase 2a - Configuration

Payment of \$13,500 will be made when Configuration is completed and approved in writing by City of Austin

Milestone 7: Phase 2b - Testing

Payment of \$6,750 will be made when Testing is completed and approved in writing by City of Austin

- 2.0 The total Contract authorization is recapped below:

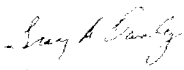
<u>Term</u>	<u>Action Amount</u>	<u>Total Contract Amount</u>
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amd #1 Per RCA (option #1) 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5 & Add modules, services and 1 additional twelve month option 01/01/13 – 12/31/13	\$450,940.00	\$1,839,779.25
Amendment No. 7: Add 4 additional Extension Options, licenses, modules and services	\$0.00	\$1,839,779.25
Amendment No. 8: Option 6 01/01/14 – 12/31/14	\$1,537,079.00	\$3,376,858.25
Amendment No. 9: Module Modification	\$0.00	\$3,376,858.25

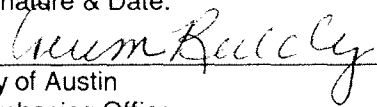
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:  02/19/2014
Printed Name: Tracy A Ownbey
Authorized Representative

Signature & Date:  2/19/14
City of Austin
Purchasing Office

CSDC Systems, Inc.
1705 Tech Ave. Unit 1
Mississauga, Ontario
Canada L4W 0A2



Amendment No. 8
of
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2014, the term for the extension option will be January 1, 2014 to December 31, 2014 and there are three remaining options.
- 2.0 The total contract amount is increased by \$1,537,079.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amd #1 Per RCA (option #1) 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5 & Add modules, services and 1 additional twelve month option 01/01/13 – 12/31/13	\$450,940.00	\$1,839,779.25
Amendment No. 7: Add 4 additional Extension Options, licenses, modules and services	\$0.00	\$1,839,779.25
Amendment No. 8: Option 6 01/01/14 – 12/31/14	\$1,537,079.00	\$3,376,858.25

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Signature & Date:



12/18/2013

Printed Name: Tracy Ownbey
Authorized Representative

CSDC Systems, Inc.
1705 Tech Ave. Unit 1
Mississauga, Ontario
Canada L4W 0A2



Teresa Reddy, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office



Amendment No. 7
to
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

The above referenced Contract is amended as follows:

- 1.0 Add four 12-Month Extension Options for maintenance and support for the AMANDA software system and for additional licenses, modules and services as part of the system upgrade in an estimated amount not to exceed \$1,537,079 for Option No. 6, \$1,365,176 for Option No. 7, \$723,968 for Option No. 8, and \$662,347 for Option No. 9 for a total contract amount not to exceed \$6,128,349.25.

Four 12-Month Extension Options:

\$1,537,079	Option No. 6	01/01/14 – 12/31/14
\$1,365,176	Option No. 7	01/01/15 – 12/31/15
\$723,968	Option No. 8	01/01/16 – 12/31/16
\$662,347	Option No. 9	01/01/17 – 12/31/17

- 2.0 The total Contract authorization is recapped below:

<u>Term</u>	<u>Action Amount</u>	<u>Total Contract Amount</u>
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amendment No. 1 Per RCA Option No. 1, \$317,354 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/11/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12	\$206,715.29	\$1,388,839.25
Amendment No. 6: Option 5 Add 1 additional 12-month extension option to the contract and additional	\$450,940.00	\$1,839,779.25

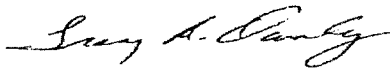
modules and services 01/01/13 – 12/31/13		
Amendment No. 7: Add 4 additional 12-month extension options to the contract and additional licenses, modules and services Option 6 01/01/14 – 12/31/14 Option 7 01/01/15 – 12/31/15 Option 8 01/01/16 – 12/31/16 Option 9 01/01/17 – 12/31/17	\$0	\$1,839,779.25

3.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

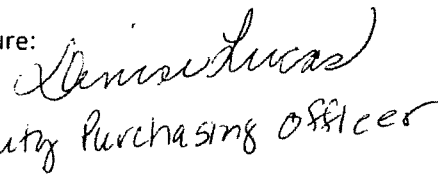
Contractor Signature:



Printed Name: Tracy A. Ownbey

Date: December 17, 2013
CSDC Systems, Inc.

Signature:



Printed Name:

Denise Lucas

Date: 12/18/2013
City of Austin

CSDC's Offer - Amendment No. 7

RE: Additional Modules and Services

Introduction

We, at CSDC Systems Inc. are pleased to submit a quotation for providing additional modules and services as an addition to your current AMANDA application.

Scope of Work - CSDC shall deliver to The City of Austin the following products and services:

Calendar Year 2014 (Year 1)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$224,578.95
Total		\$224,578.95

Item	Products	Unit Price	Quantity	Total	Annual Maintenance
1	Concurrent User Licenses	\$1450	60	\$87,000	\$17,400
2	Concurrent User Licenses – RLS & Audit	\$290	60	\$17,400	\$3480
3	View-Only Licenses	\$420	50	\$21,000	\$4200
4	SmartGuide Designer Licenses	\$2000	10	\$20,000	\$4000
5	Smart Based Process Licenses – 5 pack	\$10,000	1	\$10,000	\$2000
6	GeoCortex Extension	\$10,000	1	\$10,000	\$2000
7	Electronic Markup Management Server Module	\$10,000	1	\$10,000	\$2000
8	Electronic Markup Management Application Licenses	\$532	75	\$39,900	\$7980
Total				\$225,300	\$43,060

Item	Services	Unit Price	Quantity	Total
1	ACE – Special Events	\$1800	194 days	\$349,200
2	MAS90 Design and Analysis	\$1800	60 days	\$108,000
3	Upgrade & Folder Type Refresh	\$1800	320 days	\$576,000
4	Implementation of New Modules	\$1800	10 days	\$18,000
5	Training	\$1800	20 days	\$36,000
Total				\$1,087,200

Calendar Year 2014 Total	\$1,537,078.95
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Calendar Year 2015 (Year 2)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$274,376.32
Total		\$274,376.32

Item	Products	Unit Price	Quantity	Total	Annual Maintenance
1	Mobile Application Server Module	\$16,000	1	\$16,000	\$3200
2	Mobile 6 Licenses	\$944	200	\$188,800	\$37,760
3	LDAP Authentication Adapter	\$5500	1	\$5500	\$1100
4	Scan Station Module	\$5500	1	\$5500	\$1100
5	External Review Server Module	\$16,000	1	\$16,000	\$3200
6	External Review User Licenses	\$500	50	\$25,000	\$5000
7	Executive Monitor Server Module	\$15,000	1	\$15,000	\$3000

8	Executive Monitor Licenses	\$1500	20	\$30,000	\$6000
9	EDMS Adapter	\$15,000	1	\$15,000	\$3000
Total				\$316,800	\$63,360

Item	Services	Unit Price	Quantity	Total
1	ACE – Special Events	\$1800	100 days	\$180,000
2	Upgrade & Folder Type Refresh	\$1800	260 days	\$468,000
3	Implementation of New Modules	\$1800	60 days	\$108,000
4	Training	\$1800	10 days	\$18,000
Total				\$774,000

Calendar Year 2015 Total	\$1,365,176.32
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Calendar Year 2016 (Year 3)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$345,967.61
Total		\$345,967.61

Item	Services	Unit Price	Quantity	Total
1	Upgrade & Folder Type Refresh	\$1,800.00	200 days	\$360,000
2	Training	\$1,800.00	10 days	\$18,000
Total				\$378,000

Calendar Year 2016 Total	\$723,967.61
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Calendar Year 2017 (Year 4)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$356,346.64
Total		\$356,346.64

Item	Services	Unit Price	Quantity	Total
1	Upgrade & Folder Type Refresh	\$1,800.00	160 days	\$288,000
2	Training	\$1,800.00	10 days	\$18,000
Total				\$306,000

Calendar Year 2017 Total	\$662,346.64
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*Please note: Lodging and travel costs for any onsite services are included in the Services daily rate.

Payment Schedule and Terms

CSDC will activate the software licenses for the City within 48 hours of receiving the Purchase Order from the City. An invoice will be emailed upon the delivery of the software to the City. The City must pay for invoice within thirty (30) days of receipt of a CSDC invoice unless CSDC is notified of an issue within five (5) business days of invoice receipt.

Quotation Approval

The City understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, the City will accept all terms and conditions outlined in this quotation.

Kamran Karimi
Programmer Analyst Supervisor

A handwritten signature in black ink, appearing to read "Tracy A. Ownbey". The signature is fluid and cursive, with the first name "Tracy" being more prominent.

Tracy A Ownbey
CSDC Systems, Inc.

Statements of Work – Amendment No. 7

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Professional Analysis and Design Services – Statement of Work

December 18, 2013

Eva Sham

Programmer Analyst

Financial & Administrative Services Department

Controller's Office

Dear Eva:

RE: Professional Analysis and Design Services

CSDC Systems Inc. is pleased to submit this quotation to the City of Austin ("City", "Client", or "You"), in response to your requirements for Analysis, Design and production of an FSR report related to Alcoholic Beverage Occupation Tax, Hotel Tax and Vehicle Rental Tax..

As the City is an existing client of CSDC, and as a sign of our commitment to the City of Austin, CSDC has proposed excellent fixed quote. The total pricing for the services described in this quote Cost project of 60 days @ \$1800 per day for a total of **\$108,000.00**

Thank you for the opportunity to submit this pricing, and we look forward to a continued partnership with the City of Austin. Feel free to contact me at 1-888-661-1933 x257 (office), 817-832-6175 (cell) or by email at townbey@csdcsystems.com for any questions regarding this quotation.

Sincerely,



Tracy A Ownbey

Asst V/P Business Development (US)

CSDC Systems Inc.

❖ **Professional Services**

Task Name	Estimated Delivery Projection
<ul style="list-style-type: none"> Initial onsite Analysis and Design for Alcoholic Beverage Occupation Tax, Hotel Tax and Vehicle Rental Tax Multiple conference calls to refine/clarify previous onsite analysis Design documentation (FSR report) which specifies configuration components and workflow logic to the level of detail that a certified AMANDA specialist could implement the new folders using the documentation example below called an FSR report. This is the only output deliverable. This excludes analysis and design for interfaces, conversion, portal and reports. Project Management time is included in this project Final review/clarification with a certified AMANDA specialist 	90 days from start of project
Total	\$ 108,000.00

▪ **Payment Terms**

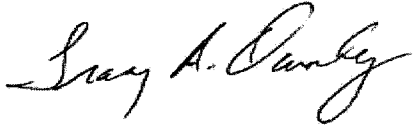
Invoices will be provided to the City of Austin with the monthly in the amount of **\$ 36,000.00** for 3 months. Each invoice will detail the type of work performed, the CSDC staff that performed the work, and the time work for the period being billed. The Client must pay for invoices within thirty (30) days of receipt of a CSDC invoice unless CSDC is notified of an issue within five (5) business days of invoice receipt.

▪ **Validity, Currency and Shipping**

All shipping is FOB Forth Worth, TX

▪ **Quotation Approval**

The Client understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, The Client would accept all terms and conditions outlined in this quotation.

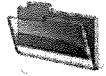
	
<p>Teresa Reddy</p> <p>Contract Compliance Manager</p> <p>City of Austin</p>	<p>Tracy A Ownbey</p> <p>Asst. V/P Business Development (US)</p> <p>CSDC Systems Inc.</p>



Folder Specification Report

FAC - Facility

August 12, 2013



Folder



People



Property



Process



Info

FAC - Facility

Folder Specification Report

8/12/13

Folder Summary

Folder Group: Oil Program

Primary Person: Facility Contact

Sub Type Required:	Y	Violation Folder:	N
Work Code Required:	Y	Confidential Folder:	N
Property Required:	Y	Update Issued Folder:	Y

Default Status

Status Code	Status Desc	Default Count
1	Open	3
30	Closed	18
35	Cancelled	16
55	Archived	12
75	Active	8
41000	Enforcement	2

DEFAULTATTENPT_FAC_00041000

Facility Setup

1 General

1 PAUM 001 PAUM 002

2 5 -Complete

- 1 If checklist items are 'No' or incomplete, raise error "All checklist items must first be completed "
- 2 If Owner/Operator must be listed on the people tab if not there RAISERROR "Owner/Operator must be indicated on the People Tab "
- 3 I Validate that Owner/Operator's full address, phone, email is complete on People tab, else RAISERROR "Please complete all required People information "
- 4 I validate that Facility Name IS NOT NULL
- 5 I validate that Facility Address IS NOT NULL
- 6 I Validate contents of 'Inspection Year' fields
- 7 I Set FolderStatus = 75 - Active
- 8 Set ProcessStatus to 5 - Complete

3 10 -Incomplete

- 1 Set ScheduleEndDate to SysDate + 10 days
- 2 Set ProcessStatus to 10 - Incomplete

DEFAULTATTENPT_FAC_00041001

Tank Application

4 General

1 PAUM 001 PAUM 002

Default Sub Type

SubType Code	Sub Type Desc	Default Count
41000	Airport	1
41001	Auto Maintenance Facility	1
41002	Blending Facility	1
41003	Blending Facility w/LPG	1
41004	Bulk Facility	1
41005	Bulk Facility with LPG	1
41006	Commercial/Industrial	1
41007	Commercial/Industrial w/LPG	1
41008	Emergency Generator Only	1
41009	Farm/Residential	1
41010	Federal Government	1
41011	Federal Government EG only	1
41012	Federal Government LPG only	1
41013	Federal Government w/LPG	1
41014	Federal Retail Gas Station	1
41015	Federal Retail Gas Station w/LPG	1
41016	LPG only	1
41017	Petroleum Distributor	1

AMANDA Special Events Project – Statement of Work

December 18, 2013

Jacquie Hrncir

Austin Center for Events

Austin Transportation Department

GIS Analyst Senior

512.974.7069

Dear Jacquie:


RE: AMANDA Special Events Project

CSDC Systems Inc. is pleased to submit this quotation to the City of Austin ("City", "Client", or "You"), in response to your Special events initiative. **This is for budgeting purposes only.** Additional information may be needed to provide a fixed price quote.

As the City is an existing client of CSDC, and as a sign of our commitment to the City of Austin, CSDC has proposed excellent estimated price quote. The total pricing for the implementation of AMANDA Special Events Project (including software, professional services and expenses) is **\$669,200**.

Thank you for the opportunity to submit this pricing, and we look forward to a continued partnership with the City of Austin. Feel free to contact me at 1-888-661-1933 x257 (office), 817-832-6175 (cell) or by email at townbey@csdcsystems.com for any questions regarding this quotation.

Sincerely,



Tracy A Ownbey

Asst V/P Business Development (US)

CSDC Systems Inc.

▪ Introduction

We, CSDC Systems Inc. ("CSDC", "We", or "Us") are pleased to have been invited to present the quotation for the AMANDA Special Events Project to the City of Austin ("City", "Client" or "You") in connection with your proposed initiatives.

▪ Project Scope

As part of this engagement, CSDC will provide the required AMANDA software and professional services for implementation of the Special Events Project based on the information you provided via email or our onsite discussions.

Pricing

❖ Software

AMANDA Software	License Units	Extended Price
AMANDA Concurrent Users Licenses	20	\$40,000
AMANDA Portal II Production Server	1	\$16,000
AMANDA Executive Monitor Server Module	1	\$15,000
AMANDA Executive Monitor User License	10	\$15,000
AMANDA External review Server Module	1	\$16,000
AMANDA External review named Users	12	\$6,000
AMANDA SmartGuide Designer	1	\$2,000
AMANDA SmartGuide Essentials	1	\$20,000
AMANDA GeoCortex AMANDA extension	1	\$10,000
Total Software Licenses Fees. – The City of Austin has already purchased the other modules needed. Included are Permitting, Batch Scheduler, Portal Modules including ecommerce connector, etc.		\$140,000

❖ Professional Services

The above pricing includes all expenses such as Mileage, Per-diem etc.

Professional Service Description	Fees
Analysis , Documentation, Configuration , Unit and System Testing for 16 Folder types	\$198,000
Analysis, Document, Configure, Develop and Test 10 Reports	\$45,000
Develop and Test 5 Batch jobs	\$25,200
Configuration, Develop, Unit and System testing for Portal II. Includes Geocortex and Ecommerce payments	\$126,000
Integrating System Testing, Training	\$45,000
Project Management	\$90,000
Total Services Cost	\$529,200

Maintenance

AMANDA Software	Annual Maintenance
AMANDA Special Events Projects – 20 % the software listed above	\$22,000

Timetable

The scope of services is expected to be completed within 9 -12 months from the project commence date. CSDC will use all reasonable efforts to perform the services in accordance with the timeframe set out herein, however, dates are targets used for planning purposes and, depending on circumstances and Client cooperation may need to be adjusted.

Regards,



Tracy A Ownbey

Asst. V/P Business Development (US)

CSDC Systems Inc.

AMANDA 6 Upgrade Statement of Work for Professional Services – Statement of Work

The total pricing for professional services in regard to the AMANDA 6 Upgrade, not outlined in other Statements of Work (i.e. ACE – Special Events and MAS90 Design and Analysis), is expected to be **\$1,908,000**. This is for budgeting purposes only. Additional information may be needed to provide a fixed quote.

Project Scope

As part of the upgrade engagement, CSDC is expected to provide needed professional services to include, but not be limited to: implementation of new modules within AMANDA, training of City staff, business process modeling, design and analysis, system configuration, coding, report development, testing, and go-live support.

Pricing for Professional Services

Calendar Year 2014

Professional Service Description	Fees
Implementation of GeoCortex and Electronic Markup Management Application (EMMA) modules	\$18,000
Training on GeoCortex module, EMMA module, and new features in AMANDA 6	\$36,000
Analysis, documentation, configuration/coding, unit and system testing, and go-live support for redesign of existing folders and business processes	\$423,000
Conversion of existing reports to Crystal	\$72,000
Project Management	\$81,000
2014 Services Cost	\$630,000

Calendar Year 2015

Professional Service Description	Fees
Implementation of AMANDA Mobile, LDAP, Scan Station, External Review, Executive Monitor, and EDMS Adapter modules	\$108,000
Training on new modules and new features in AMANDA 6	\$18,000
Analysis, documentation, configuration/coding, unit and system testing, and go-live support for redesign of existing folders and business processes	\$327,600
Conversion of existing reports to Crystal	\$64,800
Project Management	\$75,600
2015 Services Cost	\$594,000

Calendar Year 2016

Professional Service Description	Fees
Training on features in AMANDA 6	\$18,000
Analysis, documentation, configuration/coding, unit and system testing, and go-live support for redesign of existing folders and business processes	\$266,400
Conversion of existing reports to Crystal	\$39,600
Project Management	\$54,000
2016 Services Cost	\$378,000

Calendar Year 2017

Professional Service Description	Fees
Training on features in AMANDA 6	\$18,000
Analysis, documentation, configuration/coding, unit and system testing, and go-live support for redesign of existing folders and business processes	\$225,000
Conversion of existing reports to Crystal	\$18,000
Project Management	\$45,000
2017 Services Cost	\$306,000

* The above pricing includes all expenses such as Mileage, Per-diem etc.

** Services are billed at \$1800/day

Timetable

The scope of services is expected to commence within the indicated calendar years. CSDC is expected to use all reasonable efforts to perform the services in accordance with the timeframe; however, dates are targets used for planning purposes and, depending on circumstances and Client cooperation, may need to be adjusted. CSDC will only commence the work once more detailed scopes of work are defined and purchase orders issued.

Payment Milestones

To be determined once more detailed scopes of work have been negotiated and approved in writing by both parties.



Amendment No. 6
to
Contract No. NS080000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

- 1.1 Add 1 12-Month extension to the contract for maintenance and support for 12/31/12 – 12/30/13
- 1.2 Add Additional Modules and Services per the attached quote dated 10/15/12.

1.0 The total Contract amount is increased by \$450,940 for this amendment. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amendment #1 Per RCA option #1, \$317,354.00 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12	\$206,715.29	\$1,388,839.25
Amendment No. 6: Add 1 additional 12-month extension to the contract and additional modules and services	\$450,940.00	\$1,839,779.25

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

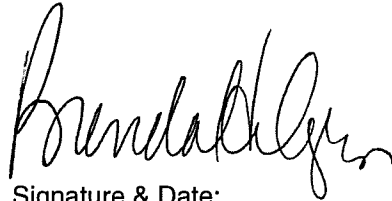
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.



Signature & Date: January 11, 2013

Printed Name: Tracy A Ownbey
Authorized Representative

CSDC Systems, Inc
1705 Tech Avenue. Unit 1
Mississauga, Ontario
Canada L4W 0A2

 01/15/2013

Signature & Date:

~~Gynthia Gonzales, Contract Compliance Manager Corporate~~
City of Austin
Purchasing Office

Brenda Helgren, SR Buyer

 01/15/13

Contract Compliance Manager - Corp



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS

AND

CSDC SYSTEMS INC.

FOR

MAINTENANCE AND SUPPORT

OF

THE AMANDA SOFTWARE

This agreement for maintenance and support (the "Agreement") is made effective when this Agreement is signed by the City of Austin (the "Effective Date"), by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and CSDC Systems Inc. ("CSDC"), having its principal place of business at 1705 Tech Avenue, Unit 1, Mississauga, Ontario, Canada L4W OA2.

WHEREAS, the City has installed CSDC's software product known as Amanda (the "Software") and has had it in use since December, 2003 pursuant to that certain PIER System Agreement between Motorola Inc. and the City; and

WHEREAS, Motorola Inc. no longer wishes to provide maintenance and support of the Software; and

WHEREAS, the City has a perpetual, irrevocable, royalty free license to use the Software; and

WHEREAS, the City desires CSDC to provide maintenance of the Software for which CSDC is the only provider due to intellectual property reasons; and

WHEREAS, CSDC is prepared to provide said maintenance to the City; and

WHEREAS, the City Council on January 31, 2008 authorized the negotiation and execution of an agreement with CSDC to provide annual maintenance of the Software as requested from time to time by the City;

NOW, THEREFORE, for and in consideration of the services to be performed hereunder, and the monetary consideration to be paid therefor as provided herein, and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of CSDC.** Subject to the general supervision by the City, and subject to the provisions of the terms and conditions contained herein, CSDC is engaged to provide maintenance support of the Software (including identified third party products, if any).
- 1.2 **Responsibilities of CSDC.** CSDC shall be responsible for providing all personnel and other resources not specifically provided by the City but which are required to accomplish the tasks generally defined in 1.1 above. As appropriate to circumstances, CSDC may perform these tasks on-site or remotely. CSDC will serve as the single point of contact for all CSDC's subcontractors, partners and suppliers and shall be responsible for such subcontractors as set forth in Section X below. Any CSDC staff using the City's network will abide by the City's current network security guidelines and procedures.
- 1.3 **Responsibilities of the City.**



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 1.3.1 **Contract Manager.** The City will designate a Contract Manager who will be responsible for exercising general oversight and direction of CSDC's efforts in completing the services. Specifically, the City's Contract Manager will be available to CSDC to discuss and resolve any contractual issues that might arise during the term of the Agreement, shall participate regularly in conference calls or meetings for status reporting, and shall promptly review any written reports submitted by CSDC.
- 1.3.2 **Access to Staff, Facilities, and Resources.** The City will provide CSDC with access to the City project team, and to other members of City staff as appropriate to the effort. The City will arrange for on-site and visiting CSDC personnel to have suitable and safe access to City's facilities and systems, including communications linkages. City will provide suitable work space and associated resources for CSDC personnel working on-site, including all necessary computing and office support resources.
- 1.4 **Designated Points of Contact.** The designated Point of Contact for each party will exercise oversight of this Agreement, as monitored through face to face, telephonic, and written communications (including electronic mail and facsimile transmission) and reporting. Such Points of Contact may be changed upon written notice to the other party provided however that in the event CSDC wishes to change their Point of Contact for this Agreement the City shall have the right to pre-approve the replacement.
- 1.4.1 **CSDC:** Rubina Abid, phone 905-206-1296, shall act as CSDC's point of contact.
- 1.4.2 **City:** Gregory Hand, phone 512-974-1428, will serve as the City's point of contact.

SECTION II. MAINTENANCE SERVICES.

- 2.1 The objective of the work to be performed hereunder is: a) to provide continuing maintenance support for the Software as set forth in the Licensor Maintenance and Technical Support Agreement ("Support Agreement") attached hereto as Exhibit A; b) to purchase additional licenses for the Software if requested by the City; and c) to provide such special support, including, but not limited to software patch installation, custom software development and installation, and special consulting services as specified in a Work Request substantially in the form attached hereto as Exhibit B. In the event of a conflict in the terms and conditions of this Agreement and the Support Agreement, the terms and conditions of this Agreement shall prevail.

SECTION III. DELIVERABLES AND REPORTS PURSUANT TO A WORK REQUEST

- 3.1 **General.** Preparation and acceptance of deliverables pursuant to a Work Request will be conducted as described below.
- 3.2 **Written Deliverables.** For the purposes of this Agreement, "written" shall mean either a) a printed "hard copy" or b) an electronic copy in a common electronic format (MS Word, MS Excel, MS PowerPoint, MS Access, MS Project) with preference to an electronic copy.
- 3.2.1 CSDC may submit interim drafts of written deliverables to City for review. Such drafts are to be clearly marked as "draft" using MS Word "watermarking" or similar technology. The City agrees to review each interim draft within ten (10) business days after receipt, and to provide review comments to CSDC. CSDC shall then modify the deliverable and re-submit "final" versions of the deliverables to the City.
- 3.2.2 The City will have the opportunity to review the written final deliverable for an acceptance period of ten (10) business days after delivery.
- 3.2.3 The City agrees to notify CSDC in writing of the rejection of the deliverable as presented. If rejected, City agrees to describe, in reasonable detail, any substantive deficiencies that must be corrected prior to acceptance of the written deliverable.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 3.2.4 If the City delivers CSDC a timely notice of deficiencies, CSDC will correct the deficiencies within ten (10) days and resubmit the written deliverable.
- 3.2.5 Upon receipt of a corrected written deliverable from CSDC, the City will have an additional ten (10) days to confirm that the identified and agreed-upon deficiencies have been corrected.
- 3.2.6 The time period for review and acceptance of written deliverables may be extended by mutual written agreement between the parties. The City will not unreasonably withhold, delay or condition its approval of a final written deliverable. No deliverable shall be deemed accepted until CSDC receives written acceptance of the deliverable from the City's Project Manager.

SECTION IV. COMPENSATION

4.1 Fees.

- 4.1.1 City will pay, upon execution of this Agreement, the first year's maintenance fees in an estimated amount not to exceed \$179,487.96. Subsequent year's maintenance fees and Work Requests, if applicable, shall be subject to the City exercising an extension option and appropriation of funds payable for an estimated amount not to exceed \$317,354 for the first extension option, \$367,941 for the second extension option, \$317,341 for the third extension option, and \$335,685 for the fourth extension option, for a total estimated contract amount not to exceed \$1,517,808.96.
- 4.1.2 Unless otherwise expressly authorized in the Agreement, CSDC shall pass through all subcontract and other authorized expenses at actual cost without markup. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
- 4.1.3 In addition to CSDC's proposed annual maintenance charges, the City has included certain amounts for each of the option periods for the purpose of the purchase of additional software licenses, custom enhancements, and additional maintenance and support for those items for projected expansion of the Software throughout the term of the Agreement.
- 4.1.4 A price increase for the additional services requested pursuant to a Work Request may be requested by CSDC (for each period of extension) for approval by the City's Purchasing Officer or his designee subject to the Economic Price Adjustment set forth below.
- 4.1.5 CSDC shall reference the version of the Consumer Price Index(s) (Consumer price indexes for the net output of selected industries and their services) (the "Index"). Prices shown in this Agreement shall remain firm for the first twenty-four (24) months (the "Review Period") of the Agreement. After that in recognition of the potential for fluctuation of the CSDC's cost, a price adjustment (increase or decrease) may be requested by either the City or CSDC subject to the following considerations:
 - 4.1.5.1 Requests for price increases must be made in writing and submitted to the appropriate buyer in the City's Purchasing Office. The request must be signed by a person with the authority to bind CSDC contractually, shall reference the Agreement number, if applicable, and shall include the following documentation:
 - i. an itemized, revised price list with the effective date of the proposed increase;



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- ii. a copy of the current Index with the effective date of the index clearly shown, and
- iii. copies of the documentation provided by the manufacturer regarding the proposed price increase if CSDC is not the manufacturer of the products (if applicable). If CSDC is the manufacturer of the products, a letter so stating must be provided.

4.1.5.2 Proposed price increases must be solely for the purpose of accommodating increases in CSDC's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

4.1.5.3 Requests for price increases shall be submitted for approval to the City's Purchasing Office (marked for the attention of the appropriate buyer) not less than ninety (90) days prior to each anniversary date of the Agreement and/or Review Period. The City shall have thirty (30) calendar days to review and approve/disapprove the requested increase.

4.1.5.4 The proposed percentage change between the current Agreement price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current Review Period the one in effect at the time the price increase is requested. In no event shall the requested price increase exceed five percent (5%) for any single line item, and in no event shall the total amount of the Agreement be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

4.1.5.5 Proposed price decreases may be offered to the City at any time and become effective upon acceptance unless a different effective date is specified by CSDC. Price decrease offers may also be subject to negotiation if it appears that the decrease offered is less than that which would be justified by the relationship of the current Index to the Index in effect at the beginning of the current Review Period.

4.1.5.6 Price decreases based on Index changes and/or other relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. CSDC shall have thirty (30) calendar days to respond to the City's request. Following receipt of CSDC's agreement with the requested decrease, the City may implement the decrease at any time. Should CSDC not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with CSDC, or terminate the Agreement.

4.1.5.7 Since the perceived need for price increases may be due in whole or in part to factors other than Index changes, the City will accept fully-documented increase requests which include complete descriptions and analyses of other factors which, in CSDC's opinion, justify price increases for one or more line items in the Agreement. If Index changes are responsible in part for the requested change, those changes shall be documented as previously described.

4.2 **Payment.** Payments shall be made by Electronic Funds Transfer to an account designated by CSDC. CSDC shall send duplicate invoices to the attention of [REDACTED]. All proper invoices received by the City will be paid within thirty (30) days of the City's receipt of the services and of the invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder. City may withhold payment of any specific invoiced charges which it disputes in good faith provided it pays all undisputed charges on the invoice



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

within the agreed payment period and promptly notifies CSDC of the amount in dispute and the reasons why it disputes the charges. CSDC and City will work together in good faith to resolve any disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in the Dispute Resolution section below. City will pay any disputed amounts within five (5) days after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid or raised in writing as provided in this section. If City withholds payment of any amount due under an invoice without following the procedures set forth above, CSDC may suspend performance under a Work Request with respect to which payment has been withheld. CSDC will provide City with fifteen (15) days prior written notice before suspending performance. CSDC will resume performance within a reasonable period of time after the payment dispute is resolved, and all aspects of the Work Request (including without limitation the project schedule and budget) will be equitably adjusted.

4.3 Payment Offset. The City may withhold or set off the entire payment or part of any payment otherwise due CSDC to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by CSDC;
- ii. third party claims, which are not covered by the insurance which CSDC is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of CSDC to pay subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or subcontractors, which is not covered by insurance required to be provided by CSDC;
- v. reasonable evidence that CSDC's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of CSDC to submit proper invoices with all required attachments and supporting documentation; or
- vii. failure of CSDC to comply with any material provision of the Agreement.

Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of § 2-8-3 of the City Code concerning the right of the City to offset indebtedness owed the City.

4.4 The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to CSDC. The City shall provide CSDC written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 CSDC agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examines, or reproduces, any and all records of CSDC related to the Services under this Agreement. CSDC shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of CSDC are resolved, whichever is longer. CSDC agrees to refund to the City any overpayments disclosed by any such audit. CSDC shall include this section in all subcontractors agreements entered into in connection with this Agreement.

SECTION V. TERM AND TERMINATION



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 5.1 **Term.** This Agreement will commence on the Effective Date, and will continue until December 31, 2008 with four (4) twelve (12) month extension options. This Agreement may be extended further by mutual written agreement.
- 5.2 **Stop Work Order.** The City shall have the right and fiduciary obligation to issue a Stop Work Order if, in the exclusive judgment of the City's Project Manager, a condition exists that will compromise the successful completion of this Agreement. Upon issuance, CSDC is to immediately cease all work, billable or gratis, on-site or off-site that is included in, or required in order to fulfill this Agreement. City's Project Manager will then coordinate a meeting between the City's Executive Staff and CSDC's Executive Staff in order to resolve the issue.
- 5.3 **Delays.** The City may delay scheduled delivery or other due dates by written notice to CSDC if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and CSDC shall negotiate an equitable adjustment for costs incurred by CSDC in the Agreement price and execute an amendment to the Agreement. CSDC must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in herein. However, nothing in this provision shall excuse CSDC from delaying the delivery as notified.
- 5.4 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 5.5 **Default.** CSDC shall be in default under the Agreement if CSDC: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Paragraph 5.4, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 5.6 **Termination For Cause.** If a party believes that the other party has failed to perform a fundamental obligation the failure of which defeats the essential purpose of this Agreement under which the obligation arises (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this section. If the breaching party does not, within thirty (30) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the Agreement for cause by providing written notice to the breaching party. Prior to termination of this Agreement for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position. The City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of CSDC's default up to the full amount that has been paid to CSDC under this Agreement.
- 5.7 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, CSDC shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay CSDC for reasonable costs up to the date of termination, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. If City has not paid the maintenance fee for the then current annual Maintenance Period in full, City must pay to CSDC the remaining balance of such maintenance fee prior to terminating this Agreement.



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- 5.8 **Fraud.** Fraudulent statements by CSDC pursuant to this Agreement shall be grounds for the termination of this Agreement for cause by the City and may result in legal action.

SECTION VI. CONFIDENTIALITY

- 6.1 **Confidentiality.** In order to conduct the work and provide the deliverables specified in the Scope of Work herein, the City and CSDC (collectively, "Parties" to this Agreement) may require access to certain of each other's and/or their licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Parties to this Agreement or their licensors consider confidential) (collectively, "Confidential Information"). The Parties to this Agreement acknowledge and agree that the Confidential Information is the valuable property of each respective Party and/or their licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure that Party and/or its licensors. The Parties to this Agreement (including their employees, subcontractors, agents, or representatives) agree that they will each maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other Party in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction; provided that each Party promptly notifies the other Party before disclosing such information so as to permit the other Party reasonable time to seek an appropriate protective order. The Parties to this Agreement agree to use protective measures no less stringent than the each Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 6.2 **Notification.** The City shall notify CSDC in writing of its intent to allow a third party to use or otherwise access Confidential Information of CSDC. Prior to being granted such right of use or access such third party shall pursuant to this section be required to execute a Confidentiality Agreement reasonably acceptable to CSDC.

SECTION VII. PROPRIETARY RIGHTS

- 7.1 **Intellectual Property Rights.** In order to provide the deliverables to the City, CSDC may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). CSDC acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. CSDC (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided CSDC notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. CSDC agrees to use protective measures no less stringent than CSDC uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

SECTION VIII. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- 8.1 CSDC warrants and represents that all services to be provided to the City under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally



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accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

- 8.1.1 CSDC may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- 8.1.2 Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from acceptance of the Services. If during the warranty period, one or more of the above warranties are breached, CSDC shall promptly upon receipt of demand perform the Services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by CSDC. The City shall endeavor to give CSDC written notice of the breach of warranty within thirty (30) days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- 8.1.3 If CSDC is unable or unwilling to perform its Services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from CSDC, and purchase conforming services from other sources. In such event, CSDC shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION IX. INDEMNIFICATION

9.1

Definitions:

- 9.1.1 Indemnified Claims. Includes any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (i) damage to or loss of the property of any person (including, but not limited to the City, its agents, officers, employees); and/or
 - (ii) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City).
- 9.1.2 CSDC's Obligation. CSDC shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims arising out of, incident to, concerning or resulting from the fault of CSDC, or CSDC's agents, employees or subcontractors, in the performance of CSDC's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or CSDC (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 9.1.3 Claims. If any claim, demand, suit, or other action is asserted against CSDC which arises under or concerns the Agreement, or which could have a material adverse affect on CSDC's ability to perform hereunder, CSDC shall give written notice thereof to the City within ten (10) days after receipt of notice by CSDC. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Attorney's Office, Austin City Hall, 301 W. 2nd Street, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas, 78767.



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- 9.2 CSDC represents and warrants to the City that: (i) CSDC shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by CSDC in accordance with the specifications in the Agreement will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and CSDC does not know of any valid basis for any such claims. CSDC shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) CSDC's breach of any of CSDC's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, CSDC agrees that the City's specifications regarding the deliverables shall in no way diminish CSDC's warranties or obligations under this section and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CSDC.

SECTION X. SUBCONTRACTORS:

- 10.1 Work performed for CSDC by a Subcontractor shall be pursuant to a written contract between CSDC and Subcontractor. The terms of the subcontract may not conflict with the terms of this Agreement, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and CSDC. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to CSDC in sufficient time to enable CSDC to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for CSDC, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as CSDC is required to indemnify the City.
- 10.2 CSDC shall be fully responsible to the City for all acts and omissions of the Subcontractors just as CSDC is responsible for CSDC's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 10.3 CSDC shall pay each Subcontractor its appropriate share of payments made to CSDC not later than ten (10) business days after receipt of payment from the City.

SECTION XI. MISCELLANEOUS

11.1 Workforce.

- 11.1.1 CSDC shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Any CSDC staff that will be on-site for a month or longer will be required to pass the City's background check process.



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All CSDC staff and any replacement CSDC personnel must be pre-approved by the City before any Services are performed by such employee.

- 11.1.2 CSDC, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms or other weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. For the purpose of clear understanding, the City's property includes all facilities under the control, supervision or custodial care of the city, including property under lease to the City.
- 11.1.3 If the City or the City's representative notifies CSDC that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms or other weapons, or has possessed or was under the influence of alcohol or drugs on the job, CSDC shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent. Further, the City may request a CSDC employee be removed from providing the Services without having to provide a reason.
- 11.1.4 Access to any of the City's buildings by CSDC, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the [REDACTED] Department for this purpose. CSDC shall submit a complete list of all persons requiring access to the (Add Department name) building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any CSDC personnel for reasonable cause, including failure of a Criminal History background check. The City will notify CSDC of any such denial no more than twenty (20) days after receipt of CSDC's submittal.
- 11.1.5 Where denial of access by a particular person may cause CSDC to be unable to perform any portion of the Services, CSDC shall so notify the City's point of contact, in writing, within ten (10) days of the receipt of notification of denial.
- 11.1.6 CSDC personnel will be required to check in at the security desk when entering or leaving the (Add Department name) building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of CSDC personnel from the worksite, without regard to CSDC's schedule. Security badges may not be removed from the premises.
- 11.1.7 CSDC shall provide the City's point of contact with a list of personnel scheduled to enter the building, seven (7) calendar days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- 11.1.8 CSDC shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11.2 Insurance.

11.2.1 General Requirements.

- 11.2.1.1 CSDC shall at a minimum carry insurance in the types and amounts indicated in for the duration of the Agreement and during any warranty period.
- 11.2.1.2 CSDC shall forward Certificates of Insurance with the coverages and endorsements required below in the Specific Requirements to the City as



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verification of coverage within fourteen (14) calendar days of notification of the award, unless otherwise specified.

- 11.2.1.3 CSDC shall not commence the Services until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of CSDC hereunder and shall not be construed to be a limitation of liability on the part of CSDC.
- 11.2.1.4 CSDC must submit Certificates of Insurance to the City for all subcontractors prior to the subcontractors commencing work on the Services.
- 11.2.1.5 CSDC's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 11.2.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall contain the solicitation number and the following information:

Attn: Mick Osborne
City of Austin, Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- 11.2.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and CSDC, shall be considered primary coverage as applicable.
- 11.2.1.8 If insurance policies are not written for amounts specified below in the Specific Requirements, CSDC shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 11.2.1.9 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 11.2.1.10 The City reserves the right to review the insurance requirements set forth during the term of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CSDC.
- 11.2.1.11 CSDC shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
- 11.2.1.12 CSDC shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.



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11.2.1.13 CSDC shall endeavor to provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

11.2.1.14 The insurance coverages specified below in the Specific Requirements are required minimums and are not intended to limit the responsibility or liability of CSDC.

11.2.2 Specific Requirements:

11.2.2.1 Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. CSDC's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC 420304
- (b) Thirty (30) days Notice of Cancellation, Form WC 420

11.2.2.2 Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

11.2.2.2.1 The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under the Agreement and all other contracts related to the project.
- (b) Independent Contractor's Coverage.
- (c) Products/Completed Operations Liability for the duration of the warranty/period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

11.2.2.2.2 The policy shall also include these endorsements in favor of the city of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010

11.2.2.3 Business Automobile Liability Insurance: CSDC shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

11.2.2.3.1 The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement TE 2046A



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- (b) Thirty (30) days of Notice of Cancellation, Endorsement TE 0202A
- (c) The City of Austin listed as an additional insured, Endorsement TE 9901B

11.2.2.4 **Professional Liability Insurance.** CSDC shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and shall be provided for twenty-four (24) months following the termination of the Agreement.

- 11.3 **Notices.** Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and CSDC shall be addressed as follows:

To The City:

City of Austin
Purchasing Office
ATTN: Anne Forsey
P. O. Box 1088
Austin, TX 78767-8845

To CSDC:

CSDC Systems, Inc.
ATTN: Rubina Abid
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W OA2

Formatted: French (France)

Day to day routine communications shall be as set forth in Section 1.4.

- 11.4 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material, not originally developed, is included in a report in any form, the source shall be identified.
- 11.5 **Advertising.** CSDC shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Agreement, except to the extent required by law.
- 11.6 **No Contingent Fees.** CSDC warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by CSDC for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to CSDC, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 11.7 **Gratuities.** The City may, by written notice to CSDC, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by CSDC or any agent or representative of CSDC to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be



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entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CSDC in providing such gratuities.

- 11.8 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent contractor, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of CSDC shall render the Agreement voidable by the City.
- 11.9 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CSDC's services shall be those of an independent contractor. CSDC agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 11.10 **Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and CSDC and their respective successors and assigns, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by CSDC without the prior written consent of the City. Any attempted assignment or delegation by CSDC shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 11.11 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either CSDC or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 11.12 **Modifications.** The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any CSDC invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 11.13 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 11.14 **Dispute Resolution.**
- 11.14.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such



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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

11.14.2 Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and CSDC agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and CSDC will share the costs of mediation equally.

11.15 **Survival.** Any provision of the Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.

11.16 **Nonsolicitation.** During the term of the Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment any employee of the other party who was assigned to the performance of the party's obligations under the Agreement or spent a substantial amount of their time in direct support the Agreement, unless the hiring party obtains the written consent of the other party. The foregoing restriction will not apply to general employment advertisements or solicitations. During such period, City will not employ or contract (directly or indirectly) for the services of any CSDC personnel (other than through CSDC) for any project on which CSDC is engaged to perform services for City.

11.17 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of either party to seek and secure injunctive relief from any competent authority as contemplated herein.

11.18 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

11.19 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. By accepting this Agreement with the City, CSDC certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

11.20 **Living Wages and Benefits**



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 11.20.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$10.90 per hour. This minimum wage is required for any CSDC employee directly assigned to providing the Services under this Agreement.
- 11.20.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all CSDC employees directly assigned to this Agreement. Proof of the health care plan shall be provided prior to execution of this Agreement. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided as stipulated in the insurance provisions.
- 11.20.3 The City requires CSDC to provide a signed certification certifying that all employees directly assigned to this Agreement will be paid a minimum living wage equal to or greater than \$10.90 per hour and are offered a health care plan. The certification form is attached hereto as Exhibit C. The certification shall include a list of all employees directly assigned to providing the Services including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Agreement.
- 11.20.4 CSDC shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act. Basic employment records shall at a minimum include:
- (1) employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - (2) time and date of week when employee's workweek begins;
 - (3) hours worked each day and total hours worked each workweek;
 - (4) basis on which employee's wages are paid;
 - (5) regular hourly pay rate;
 - (6) total daily or weekly straight-time earnings;
 - (7) total overtime earnings for the workweek;
 - (8) all additions to or deductions from the employee's wages;
 - (9) total wages paid each pay period; and
 - (10) date of payment and the pay period covered by the payment
- 11.20.5 CSDC shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all employees directly assigned to providing the Services containing:
- the employee's name and job title;
 - a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$10.90 per hour;
 - a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to providing the Services. The form for the employee certifications is attached hereto as Exhibit D.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 11.20.6 CSDC shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement.
- 11.20.7 The City's Contract Manager will periodically review the employee data submitted by CSDC to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

This Agreement is executed in duplicate originals to be effective as of the Effective Date.

CSDC Systems, Inc.:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

CITY OF AUSTIN:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

EXHIBITS:

- A: Licensor Maintenance and Support Agreement
- B: Sample Work Request Form
- C: Living Wages and Benefits Employee Certification
- D: Living Wages and Benefits Contractor Certification



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Exhibit A

LICENSOR MAINTENANCE AND SUPPORT AGREEMENT

SECTION 1: DEFINITIONS

1. **Support Agreement:** Means this licensor Maintenance and Technical Support Agreement, its Appendices and any amendments thereto agreed upon by the parties.
2. **Licensor:** Means CSDC.
3. **Licensee:** Means the City of Austin, Texas.
4. **Software:** Means information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system as identified in Appendix B to this Support Agreement.
5. **Software** shall also, for purposes of this document, mean:
 - 1) a database schema and triggers,
 - 2) client computer program
 - 3) the media containing the Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the software program(s) as specified in Appendix B of this Support Agreement.
6. **Software Bug(s):** Shall mean errors reported by the Software (as an error code) during its operation or the inability of the Software to perform a function as described in the Software documentation provided by Licensor.
7. **Corrections:** Shall mean fixes made to the Software to remove Software Bugs or workarounds acceptable to the Licensee.
8. **Upgrade:** Shall mean improvements made by the Licensor to the Software which relates to operating performance and does not change the basic function of the Software.
9. **Enhancements:** Shall mean Modifications made by the Licensor to the Software which relate to operating performance but also change the basic function(s) of the Software.
9. **Modifications:** Shall mean any programmatic or database schema changes made by the Licensor to the Software.
10. **Designated Support Contact:** Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the responsibility of reporting Software Bugs, and requesting Upgrades from Licensor.
11. **Effective Date:** Shall mean the date as defined in the Agreement.
12. **Expiry Date:** Shall mean the date as defined in the Agreement.

Formatted: Bullets and Numbering

SECTION 2: TERMS AND CONDITIONS

1. The Effective Date and Expiry Date of this Support Agreement are as defined in the Agreement.
2. The Licensor hereby agrees to provide, at no additional cost beyond the fees set forth in the Agreement, to the Licensee the following services:



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

a) Support: AMANDA support services in the following manner:

1. Licensor will provide bug fixes to Software Bugs as reported by Licensee.
2. Licensor will provide reasonable telephone support between the hours of 8:30am EST to 5:00pm EST. Such telephone support will be Licensor's best efforts to provide a reasonable level of clarification of documentation and licensed software modules.

Licensor will respond to Licensee's request for support services within four (4) hours. Response time for on-site assistance will be a maximum of sixteen (16) hours.

Support problems can also be reported via email and the web at the following addresses: E-Mail: support@csdcscsystems.com Web Site: <http://www.csdcsystems.com>.

b) Problem Diagnosis. Licensor will provide problem diagnosis for the Software and, where possible, will supply corrections for problems that Licensor diagnoses as defects in the Software. Licensor will perform these services in a timely manner consistent with the urgency of the situation. Corrective action will follow the following general guidelines:

Severity 1: a critical problem has been encountered such that the Software is inoperable. Licensor will respond immediately to diagnose the problem. Licensor and Licensee personnel will work diligently and continuously to correct the problem as quickly as possible.

Severity 2: a problem has been encountered that does not prevent use of the Software, but the system is not operating correctly. Licensor will diagnose the problem and advise Licensee of a work-around as quickly as possible. If requested by Licensee, Licensor will provide a software patch outside the normal release/quality assurance process.

Severity 3: a minor problem has been encountered. The Software is usable but could be improved by correction of a minor defect, or usability enhancement. Licensor will assess the problem and, depending on priorities, schedule a fix for the next release, advise Licensee that this will not be corrected, or offer this change to Licensee as a chargeable customization if Licensee determines it is desirable.

Software problem support services do not include on-site maintenance or support which, subject to availability of personnel, will be offered to Licensee at a separate charge unless problem cannot be resolved remotely.

- c) Corrections. Licensor will provide corrections to any and all defects in the Software covered by this Support Agreement, as identified in Appendix B. Software Bugs must be reported by the Licensee to the Licensor using the Licensee's Standard Problem Report Form or through CSDC's web support site.
- d) Upgrades. Licensor will provide upgrades to all Software identified in Appendix B as implemented from time to time in the improvement of the Software.
- e) Enhancements. Licensor will provide enhancements to all Software identified in Appendix B as implemented from time to time in the improvement of the Software.
- f) Release Currency. Licensor will provide new versions and releases of all Software covered in Appendix B which may contain Corrections, Upgrades or Enhancements which have been reported reasonably in advance of the version or release date, for operating system and RDBMS listed in Appendix C, as such new versions and releases become available, at no charge. Licensor applications will maintain release currency with the then current database and operating system within ninety (90) days from the date the Licensee notifies Licensor they have obtained a new release of said software.

3. Licensor warrants that the Support to be provided hereunder will be performed to the standards of care and diligence normally practiced by recognized software firms performing services of a similar nature. The Licensee's recourse of remedy for any breach of this warranty will be the right to require Licensor to re-perform the services without additional cost to the Licensee.

4. Service Escalation. If a problem is not addressed in a timely manner, the Licensee may escalate the Support process by first contacting the Support Service Manager, secondly, the Licensee may



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

contact the Vice President of Client Services.

5. Support will only be provided for the current release of the Software covered in Appendix B, subject to a "window" period of eighteen (18) months after the availability of a new release. If fixes are available in the next release of the Software the Licensee will be required to move to that release to obtain them
6. The Licensor agrees to make available, to the Licensee, the necessary staff or resources to accommodate requested Modifications to the Software as outlined in Appendix B, upon reasonable notice and at then current and standard labor and material rates.
7. Unless otherwise specified in Appendix B, this Support Agreement is for a single Production Server. Additional maintenance for other Servers is not included in this Support Agreement and must be covered under a separate Support Agreement.
8. Warranty: The Licensor warrants that it is the sole owner of the Software or has the full power and authority to effect the Corrections, Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.
9. All warranties applicable to the Software and covered under the CSDC Corporate Software License Agreement signed by the Licensee apply equally to all Corrections, Upgrades, Enhancements and Modifications as set forth in Appendix B. All warranties are void if Licensee makes any modifications to the Software without express written approval by the Licensor. The extent of the liability accepted by the Licensor is as set out herein and does not include consequential damages or liability claims arising from the Software or efforts to correct such.
10. The Licensee agrees to pay the Licensor additional fees at the Licensor's regularly published preferred rates if the Licensor is called upon to provide assistance in solving problems which are not caused by any defects in the Software.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

APPENDIX A – MAINTENANCE AGREEMENT DATES

Support Agreement Effective Date: December 30, 2007

SIGNED:

Licensor Representative

Licensee Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

APPENDIX B – SOFTWARE PRODUCTS ANNUAL MAINTENANCE

[please change the years on this chart to read years 1 through 5 rather than 4 through 8]

City of Austin - AMANDA Maintenance Year 1 - Year 5

Ref #	Description of Software	Quantity	Dec 30, 2007 to Dec 31, 2008	Dec 30, 2008 to Dec 31, 2009	Dec 30, 2009 to Dec 31, 2010	Dec 30, 2010 to Dec 31, 2011	Dec 30, 2011 to Dec 31, 2012
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Concurrent Users	300	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1	\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtraprise Web Access (Development, Maximum 10 Connects) (Per Server)	1	\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtraprise Web Access (Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtraprise Anonymous Property Query	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtraprise Anonymous Complaint Submittal	1	\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtraprise Anonymus Bill / Fine Payment	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtraprise My Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtraprise Permitting Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtraprise Inspections Web Objects (Interface) Template	1	\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtraprise - Registration Folder	1	\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtraprise My Licenses	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtraprise Professional License Submittal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtraprise Professional License Renewal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300	\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

28	<u>Report Wizard (Adhoc Reporting)</u>	<u>300</u>	<u>\$ 5,900.73</u>	<u>\$ 6,077.75</u>	<u>\$ 6,260.08</u>	<u>\$ 6,447.88</u>	<u>\$ 6,641.32</u>
29	<u>Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 siz</u>	<u>300</u>	<u>\$ 5,900.73</u>	<u>\$ 6,077.75</u>	<u>\$ 6,260.08</u>	<u>\$ 6,447.88</u>	<u>\$ 6,641.32</u>
30	<u>eNtraprise Web Access (Fail Over for Production) (Per Server)</u>	<u>1</u>	<u>\$ 5,507.34</u>	<u>\$ 5,672.56</u>	<u>\$ 5,842.74</u>	<u>\$ 6,018.02</u>	<u>\$ 6,198.56</u>
-	Total Maintenance Cost - To be invoiced 60 days prior Dec 31	-	\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
-	CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice	-	\$6,400.00	\$ 6,592.00	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
-	Maintenance Total Cost	-	\$ 179,487.96	\$ 184,872.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28

NOTE

Maintenance cycle is Jan1 to Dec 31 each year

Taxes are not included

CPI of 3% is charged for every year based on the last years amounts

As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly

Maintenance for any new modules when added will be pro-rated to synchronize with the existing maintenance cycle.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

City of Austin - AMANDA Maintenance Year 4 - Year 8

Ref #	Description of Software	Quantity	Dec 30, 2007 to Dec 31, 2008	Dec 30, 2008 to Dec 31, 2009	Dec 30, 2009 to Dec 31, 2010	Dec 30, 2010 to Dec 31, 2011	Dec 30, 2011 to Dec 31, 2012
			Year 4	Year 5	Year 6	Year 7	Year 8
1	Concurrent Users	300	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1	\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtraprise Web Access (Development, Maximum 10 Connects) (Per Server)	1	\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtraprise Web Access (Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtraprise Anonymous Property Query	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtraprise Anonymous Complaint Submittal	1	\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtraprise Anonymus Bill / Fine Payment	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtraprise My Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtraprise Permitting Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtraprise Inspections Web Objects (Interface) Template	1	\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtraprise - Registration Folder	1	\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtraprise My Licenses	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtraprise Professional License Submittal Web Objects Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtraprise Professional License Renewal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300	\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28
28	Report Wizard (Adhoc Reporting)	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
29	Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 siz	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
30	eNtraprise Web Access (Fail Over for Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
Total Maintenance Cost - To be invoiced 60 days prior Dec 31			\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice			\$ 6,400.00	\$ 6,592.00	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
Maintenance Total Cost			\$ 179,487.96	\$ 184,872.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28

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APPENDIX C – EXISTING ENVIRONMENT

AMANDA DATABASE SERVERS	
Item	Description
Database Server Make	IBM pSeries
Database Server Model	p595 Lpar
Database Server Serial Number	24000E
Database Server Hardware Configuration	8 virtual processors; 8 Gb Memory; 34 GB of mirrored hard disks for OS; 390 Gbs of SAN storage for Oracle; 1 Gb Ethernet card
Database Server Operating System & Version	AIX 5300-05-CSP
Database Server Location	Waller Creek Center - 10th Floor
RDBMS Vendor	Oracle
RDBMS Version	Oracle9i Enterprise Edition Release 9.2.0.6.0 - 64bit Production
Other Software / Databases installed on the AMANDA Server	none
Service Packs Installed	Patchset 5 (9.2.0.6)
Security Patches Applied	Patch 5225793
Backup Server Make, Model, Serial Number, Hardware Configuration, Operating System & Location	A development Lpar on p570 and a regression Lpar on p560. Unclear if any of these were ever intended to be used as a backup. Otherwise, no fail-over server for use of this purpose.

AMANDA CLIENTS	
Item	Description
Typical PC Client hardware configuration	
Client Operating System & Version	
Word Processor Vendor & Version	

NETWORK INFRASTRUCTURE	
Item	Description
Network Speed	
Server to Server Speed	
Other Relevant Details	

Note: The City must notify CSDC within thirty (30) calendar days after making changes to any of the above items.

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**EXHIBIT B
Work Request**

Work Request No. ____

This Work Request Number ____ is issued pursuant to the Agreement for Maintenance and Support dated as of ____ (the "Agreement") between City of Austin, a home-rule municipality incorporated by the state of Texas ("City") and CSDC Systems, Inc. ("CSDC"). This Work Request incorporates the terms and conditions of the Agreement as if the Agreement were fully set forth in the text of this Work Request.

Effective Date of this Work Request.

This Work Request is effective as of *[insert effective date]**[for time and materials also insert the date through which the Work Request is effective].*

Services to be Performed and Schedule of Performance.

[Insert description of Services to be performed.]

CSDC will provide to City monthly written reports of the progress of the work.

Deliverables.

[If there are no Key Deliverables that are subject to acceptance testing, do not include this section:] The following are the Written Deliverables and Software Deliverables subject to acceptance testing under this Work Request: *[List the Written Deliverables and Software Deliverables to be provided and the schedule for performing the Services. For each Software Deliverable, specify the design specifications or the document containing the design specifications for the Software Deliverable, their respective acceptance criteria, as well as the acceptance tests and procedures to be employed. Specify the duration of the Acceptance Test Period (if different from what is stated in the Agreement). If this is a fixed-price Work Request, specify any Warranty Period that is to begin on Acceptance of the Software Deliverable.]*

Compensation.

Method: *[check one]*

- ☐ **Time and Materials Basis.** Cost Estimate: _____, not including taxes or Reimbursable Expenses. *[Estimated Reimbursable Expenses: _____, not including taxes.]*
- ☐ **Fixed-Price Basis.** Fixed Price: _____, not including taxes or Reimbursable Expenses. *[Estimated Reimbursable Expenses: _____, not including taxes.]* City will pay _____% of the fixed-price upon the execution of this Work Request. The remaining portion of the fixed-price will be due and payable in accordance with the following schedule: *[Insert milestone payment schedule.]*
- ☐ **Other Basis.** *[Specify method of compensation.]*

Payment Terms: Payment terms are pursuant to the Agreement.

Work Request Manager.

The Work Request Manager is:

DRAFT

Resources and Responsibilities of City.

City will provide the following resources and has the following responsibilities in supporting CSDC's performance of the Services:

Services or Support: *[Describe any portions of the project that are to be performed by City or provided by City to CSDC. In addition, describe any support functions that are to be performed by City].*

Facilities and Equipment: *[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Agreement.]*

Environments: *[Specify any development, testing, implementation or other environments to be provided by City].*

Proprietary Materials: *[List any proprietary materials to be provided by City.]*

Other:

Other Provisions.

[Insert any additional terms agreed to by the parties.]

Agreed to and accepted by:
CSDC Systems, Inc. (CSDC)

By: _____
Name: _____
Title: _____
Date: _____

City of Austin (City)

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT C
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the Agreement, CSDC is required to pay to all employees directly assigned to providing Services pursuant to this Agreement a minimum Living Wage equal to or greater than \$10.90 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Agreement and that I am:

- (1) compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)

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EXHIBIT D
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits CSDC is required to pay to all employees directly assigned to providing Services pursuant to this Agreement a minimum Living Wage equal to or greater than \$10.90 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of CSDC who are directly assigned to this Agreement:

are compensated at wage rates equal to or greater than \$10.90 per hour; and
are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

all future employees assigned to this Agreement will be paid a minimum Living Wage equal to or greater than \$10.90 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If CSDC violates this Living Wage provision CSDC shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Agreement for Cause and subject CSDC to possible suspension or debarment.

Company Name		
Signature of Officer or Authorized Representative	Title	Date
Type or Print Name		

October 15, 2012

Kamran Karimi
Programmer Analyst Supervisor
Communications and Technology Management
City of Austin
Office: (512) 974-2877
Cell: (512) 567-3557

CSDC Systems Inc.
2821 West 7th Street
Suite 201
Fort Worth, TX 76107
Tel: 1 888 661 1933
Fax: 1 877 661 6175

Dear Kamran,

RE: Additional Modules and Services

Introduction

We, at CSDC Systems Inc. are pleased to submit a quotation for providing additional modules and services as an addition to your current AMANDA application.

Scope of Work - CSDC shall deliver to The City of Austin the following products and services:

Item	Products	Unit Price	Quantity	Total	Annual Maintenance
1	EAI	\$20,000.00	1	\$20,000.00	\$4,000.00
Total				\$20,000.00	\$4,000.00

Item	Services	Unit Price	Quantity	Total
1	EAI Services	\$1,800.00	11 days	\$19,800.00
2	Electronic Plan Review Consulting	\$1,800.00	55 days	\$99,000.00
3	AMANDA v6 Upgrade Consulting/Training	\$1,800.00	55 days	\$99,000.00
Total				\$217,800.00

*Please note: Lodging and travel costs for any onsite services are included in the Services daily rate.

Payment Schedule and Terms

CSDC will activate the software licenses for the City within 48 hours of receiving the Purchase Order from the City. An invoice will be emailed upon the delivery of the software to the City. The City must pay for invoice within thirty (30) days of receipt of a CSDC invoice unless CSDC is notified of an issue within five (5) business days of invoice receipt.


Validity, Currency and Shipping

The above provided prices and quotation details are subject to change without notice prior to CSDC receiving a signed quotation. All quoted prices are in US dollars and are valid for thirty (30) days from the date of this document. Applicable Taxes are additional.

Quotation Approval

The City understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, the City will accept all terms and conditions outlined in this quotation.

Kamran Karimi
Programmer Analyst Supervisor


Tracy A Ownbey
CSDC Systems, Inc.

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

12-month contract for the continuation of support and maintenance, additional modules, and professional services related to AMANDA, the city's enterprise software system for organizing and managing development review, permitting, inspections, and compliance cases. CSDC Contact: Tracy Ownbey (888) 661-1933

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City.
6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CSDC Systems, Inc., Mississauga, Ontario, Canada which will cost approximately \$450,939.34.

Recommended Certification

[Signature] 31 OCT 2012
Originator Date

Approved Certification

[Signature] 11/14/2012
Department Director or designee Date

Approved Certification

[Signature] 11/15/12
ACM or designee Date

Purchasing Review

[Signature] 11/20/12
Buyer Date

Exemption Authorized

[Signature] 11/28/2012
Purchasing Officer (if purchase > \$50,000) / Date
Deputy Purchasing Officer (if purchase < \$50,000) / Date



CSDC Systems Inc.
1705 Tech Avenue, Unit 1
Mississauga, ON, L4W 0A2

QUOTE

City of Austin
PO Box 1088, 78767, 124 W. 8th Street
Austin
TX, USA
78701

Contact: Kamran Karimi
Phone:
Fax:
Project ID:
Email: Kamran.karimi@ci.austin.tx.us

GST #: 123468001

Description	From	To	Software			Consulting		Training		Totals				
			Quantity	Unit Price	Maintenance	Days			Software Totals		Consulting (Days * Rate)	Training (Days * Rate)	Expenses	
									License	Maintenance				
Maintenance	31-Dec-12	30-Dec-13												
No. Concurrent User Licenses - 300			300.00		\$98,048.00						\$	98,048.00		
AMANDA Row level security & audit module - 300			300.00		\$27,362.24						\$	27,362.24		
Batch Scheduler			1.00		\$ 2,736.23						\$	2,736.23		
Development & Conditions Management			1.00		\$ 1,824.15						\$	1,824.15		
Email Notification Server			1.00		\$ 1,140.10						\$	1,140.10		
Enhanced Inspection (Deficiency)			1.00		\$ 2,280.18						\$	2,280.18		
GIS Adaptor			1.00		\$11,400.83						\$	11,400.83		
GIS Viewer			1.00		\$ 2,736.23						\$	2,736.23		
AMANDA License - Business			1.00		\$ 1,824.15						\$	1,824.15		
AMANDA License - Professional			1.00		\$ 1,824.15						\$	1,824.15		
Milestone Monitor			1.00		\$ 2,280.18						\$	2,280.18		
Multiple Merge Document			1.00		\$ 2,280.18						\$	2,280.18		
AMANDA Permit			1.00		\$ 2,736.23						\$	2,736.23		
Public Portal Development			1.00		\$ 912.08						\$	912.08		
Public Portal Production			1.00		\$32,150.63						\$	32,150.63		
Trust Account			1.00		\$ 2,280.18						\$	2,280.18		
CTAC - Registration Annual Participation - 4 City of Austin Staff			1.00					1.00	\$ 7,841.94				\$ 7,841.94	
AMANDA - Imaging - Electronic Review and Annotation of Digital Documents & Images			300.00		\$ 6,840.56						\$	6,840.56		
AMANDA Letter of Credit			1.00		\$ 2,266.00						\$	2,266.00		
AMANDA View Only Module			1.00		\$ 1,030.00						\$	1,030.00		
AMANDA View Only Licenses - 15 Licenses			15.00		\$ 1,545.00						\$	1,545.00		

City of Austin
CSDC - Additional Modules and Services



October 15, 2012

Kamran Karimi
Programmer Analyst Supervisor
Communications and Technology Management
City of Austin
Office: (512) 974-2877
Cell: (512) 567-3557

CSDC Systems Inc.
2821 West 7th Street
Suite 201
Fort Worth, TX 76107
Tel: 1 888 661 1933
Fax: 1 877 661 6175

Dear Kamran,

RE: Additional Modules and Services

Introduction

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Scope of Work - CSDC shall deliver to The City of Austin the following products and services:

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Total				\$20,000.00	\$4,000.00

Item	Services	Unit Price	Quantity	Total
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3	AMANDA v6 Upgrade Consulting/Training	\$1,800.00	55 days	\$99,000.00
Total				\$217,800.00

*Please note: Lodging and travel costs for any onsite services are included in the Services daily rate.

Payment Schedule and Terms

CSDC will activate the software licenses for the City within 48 hours of receiving the Purchase Order from the City. An invoice will be emailed upon the delivery of the software to the City. The City must pay for invoice within thirty (30) days of receipt of a CSDC invoice unless CSDC is notified of an issue within five (5) business days of invoice receipt.

Validity, Currency and Shipping

The above provided prices and quotation details are subject to change without notice prior to CSDC receiving a signed quotation. All quoted prices are in US dollars and are valid for thirty (30) days from the date of this document. Applicable Taxes are additional.

October 15, 2012

Kamran Karimi
Programmer Analyst Supervisor
Communications and Technology Management
City of Austin
Office: (512) 974-2877
Cell: (512) 567-3557

CSDC Systems Inc.
2821 West 7th Street
Suite 201
Fort Worth, TX 76107
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CITY OF AUSTIN



MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES

Project Name:

Contract Number:

Date:

JUNE 2009

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

- x** **SOLE/SINGLE SOURCE**
x **PROFESSIONAL SERVICES**

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X

Yes If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

CSDC Systems, Inc

Company Name

Tracy Ownbey, Asst. V/P Business Development

Name and Title of Authorized Representative (Print or Type)



Nov 9, 2012

Signature

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:



APPROVAL IS HEREBY GRANTED.

☐ APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor

 11-26-2012

UTILIZATION PLAN

(Please duplicate as needed)

PROJECT NAME: _____

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	CSDC Systems, Inc.		
Address	2821 W 7 th Street, Suite 230		
City, State Zip	Fort Worth, TX 76107		
Phone	888 661 1933	Fax Number	
Name of Contact Person	Tracy Ownbey		
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Tracy Ownbey, Asst. V/P Business Development

Name and Title of Authorized Representative (Print or Type)



November 9, 2012

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Please submit this completed form to:

Purchasing Office
Attn: (Insert Buyer Name)

124 E. 8th St., STE 308
Austin, Texas 78701
Phone: (512) 974-2500
Fax: (512) 974-2388

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
<input checked="checked" type="checkbox"/>	APPROVAL IS HEREBY GRANTED.
<input type="checkbox"/>	APPROVAL IS HEREBY DENIED.
Reviewing Counselor	<i>Raymond M. Young</i>
Date	<i>11-26-2012</i>



Amendment No. 5
to
Contract No. NS080000022
for
Amanda Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2012, the term for the extension option will be January 1, 2012 to December 31, 2012 and there are no remaining options.
- 2.0 The total Contract amount is increased by \$206,715.29 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amendment #1 Per RCA option #1, \$317,354.00 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96
Amendment No. 5: Option 4 01/01/12 – 12/31/12 INV. 8911	\$206,715.29	\$1,388,839.25

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: [Signature] DEC 15, 2011
Printed Name: **SATISH RANGANATHAN**
Authorized Representative **DIRECTOR, FINANCE**

Signature & Date: [Signature] 12/22/11
Cynthia Gonzales, Contract Compliance Manager Corporate
City of Austin
Purchasing Office

CSDC Systems, Inc
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W 0A2



CSDC Systems Inc.
1705 Tech Avenue, Unit 1
Mississauga, ON, L4W 0A2

INVOICE NUMBER:
8911

City of Austin
 PO Box 1088, 78767, 124 W. 8th Street
 Austin
 TX, USA
 78701

Contact: Gregory Hand
Phone: 512 974 1428
Fax:
Project ID:
Email: Gregory.Hand@ci.austin.tx.us

INVOICE DATE: 10-Nov-11

Customer Purchase Order #:
GST #: 123468001

Payment Terms

Payment Due Date

December 10, 2011

Interest is charged at 1.5% per month on overdue accounts. Please make checks payable to CSDC Systems Inc. and payments should be mailed to 1705 Tech Avenue, Unit 1, Mississauga, ON, L4W 0A2.

Description	From	To	Software			Consulting		Training		Totals				
			Quantity	Unit Price	Maintenance	Days	Daily Rate	Days	Daily Rate	Software Totals		Consulting (Days * Rate)	Training (Days * Rate)	Expenses
										License	Maintenance			
Maintenance	31-Dec-11	30-Nov-12												
No. Concurrent User Licenses - 300			300.00		\$95,192.24						\$ 95,192.24			
AMANDA Row level security & audit module - 300			300.00		\$26,565.28						\$ 26,565.28			
Batch Scheduler			1.00		\$ 2,656.53						\$ 2,656.53			
Development & Conditions Management			1.00		\$ 1,771.02						\$ 1,771.02			
Email Notification Server			1.00		\$ 1,106.89						\$ 1,106.89			
Enhanced Inspection (Deficiency)			1.00		\$ 2,213.77						\$ 2,213.77			
GIS Adaptor			1.00		\$11,068.86						\$ 11,068.86			
GIS Viewer			1.00		\$ 2,656.53						\$ 2,656.53			
AMANDA License - Business			1.00		\$ 1,771.02						\$ 1,771.02			
AMANDA License - Professional			1.00		\$ 1,771.02						\$ 1,771.02			
Milestone Monitor			1.00		\$ 2,213.77						\$ 2,213.77			
Multiple Merge Document			1.00		\$ 2,213.77						\$ 2,213.77			
AMANDA Permit			1.00		\$ 2,656.53						\$ 2,656.53			
Public Portal Development			1.00		\$ 885.51						\$ 885.51			
Public Portal Production			1.00		\$31,214.20						\$ 31,214.20			
Trust Account			1.00		\$ 2,213.77						\$ 2,213.77			
CTAC - Registration Annual Participation - 4 City of Austin Staff			1.00					1.00	\$ 7,203.26				\$ 7,203.26	
AMANDA - Imaging - Electronic Review and Annotation of Digital Documents & Images			300.00		\$ 6,641.32						\$ 6,641.32			
AMANDA Letter of Credit			1.00		\$ 2,200.00						\$ 2,200.00			
AMANDA View Only Module			1.00		\$ 1,000.00						\$ 1,000.00			
AMANDA View Only Licenses - 15 Licenses			15.00		\$ 1,500.00						\$ 1,500.00			

Payment Terms

Payment Due Date		December 10, 2011			Interest is charged at 1.5% per month on overdue accounts. Please make checks payable to CSDC Systems Inc. and payments should be mailed to 1705 Tech Avenue, Unit 1, Mississauga, ON. L4W 0A2.									
Description	From	To	Software			Consulting		Training		Totals				
			Quantity	Unit Price	Maintenance	Days	Daily Rate	Days	Daily Rate	Software Totals		Consulting (Days * Rate)	Training (Days * Rate)	Expenses
										License	Maintenance			
Maintenance	31-Dec-11	30-Nov-12												
Total By Category										\$ 0.00	\$ 199,512.03	\$ 0.00	\$ 7,203.26	\$ 0.00
Sub-Total										USD 206,715.29				
H.S.T										USD 0.00				
Total Invoice Amount in US Dollars										USD 206,715.29				

COMMENTS:

-If you have any questions or concerns regarding the above details, please contact the following individual within 5 business days of receipt of this invoice:
Raj Padmanaban - r.padmanaban@csdcsystems.com - 800.665.2135 Ext: 239
-Please note bank details for Electronic Funds Transfer:
HSBC Bank Canada, 170 Attwell Drive, Etobicoke, ON M9W 5Z5
Acct #: 149411-001, Transit #:10142, Bank #: 016, Swift Code: HKBCCATT



Amendment No. 4
to
Contract No. NS080000022
for
Amanda Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2011, the term for the extension option will be January 1, 2011 to December 31, 2011 and there is one remaining options.
- 2.0 The total Contract amount is increased by \$317,341.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amendment #1 Per RCA option #1, \$317,354.00 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96
Amendment No. 4: Option 3 01/01/11 – 12/31/11	\$317,341.00	\$1,182,123.96

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: [Signature]

Printed Name: DAN MISHRA

Authorized Representative

Dec. 15, 2010

Signature & Date: [Signature] 1/7/11

Cynthia Gonzales, Contract Compliance/Manager Corporate
City of Austin
Purchasing Office

CSDC Systems, Inc
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W 0A2

cc: Michael S. (Mick) Osborne, Specialist Senior Buyer
City of Austin
Purchasing Office



Amendment No. 3
to
Contract No. NS0800000022
for
Amanda Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2010, the term for the extension option will be January 1, 2010 to December 31, 2010 and there are two remaining options.
- 2.0 The total Contract amount is increased by \$367,941.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56
Amendment No. 2: Correction to Amendment #1 Per RCA option #1, \$317,354.00 01/01/09 – 12/31/09	\$139,073.40	\$496,841.96
Amendment No. 3: Option 2 01/01/10 – 12/31/10	\$367,941.00	\$864,782.96

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Mark Mueller Nov 30 2009
Printed Name: MARK MUELLER, CFO
Authorized Representative

Signature & Date: Michael S. (Mick) Osborne 7 for 12/1/09
Michael S. (Mick) Osborne, Specialist Senior Buyer
City of Austin
Purchasing Office

CSDC Systems, Inc
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W 0A2

City of Austin, Reviewed and Approved

Printed Name

N/A

Signature and Date

APPENDIX B – SOFTWARE PRODUCTS ANNUAL MAINTENANCE
City of Austin - AMANDA Maintenance Year 1 - Year 5

Ref #	Description of Software	Quantity	Dec 30, 2007 to Dec 31, 2008	Dec 30, 2008 to Dec 31, 2009	Dec 30, 2009 to Dec 31, 2010	Dec 30, 2010 to Dec 31, 2011	Dec 30, 2011 to Dec 31, 2012
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Concurrent Users	300	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1	\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtrprise Web Access (Development, Maximum 10 Connects) (Per Server)	1	\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtrprise Web Access (Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtrprise Anonymous Property Query	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtrprise Anonymous Complaint Submittal	1	\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtrprise Anonymus Bill / Fine Payment	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtrprise My Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtrprise Permitting Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtrprise Inspections Web Objects (Interface) Template	1	\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtrprise - Registration Folder	1	\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtrprise My Licenses	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtrprise Professional License Submittal Web Objects Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtrprise Professional License Renewal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53



LICENSE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300	\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28
28	Report Wizard (Adhoc Reporting)	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
29	Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 siz	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
30	eNtraprise Web Access (Fail Over for Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
	Total Maintenance Cost - To be invoiced 60 days prior Dec 31		\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
	CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice		\$ 6,400.00	\$ 6,592.00	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
	Maintenance Total Cost		\$ 179,487.96	\$ 184,872.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28

NOTE

Maintenance cycle is Jan1 to Dec 31 each year

Taxes are not included

CPI of 3% is charged for every year based on the last years amounts

As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly

Maintenance for any new modules when added will be pro-rated to synchronize with the existing maintenance cycle.



Amendment No. 2
to
Contract No. NS080000022
for
Amanda Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

1.0 The purpose of this amendment is to administratively correct the contract amount in paragraphs 1.0 and 2.0 of Amendment No. 1:

1.1 Change paragraph 1.0 to read as follow: The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2009, the term for the extension option will be January 1, 2009 to December 31, 2009 and there are three remaining options.

1.2 Change paragraph 2.0 to read as follow: The total Contract amount is increased by \$317,354.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$317,354.00	\$496,841.96

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signed: Bea Washington for
Michael S. (Mick) Osborne, Specialist Senior Buyer
City of Austin
Purchasing Office

Date: 11/30/09



Amendment No. 1
to
Contract No. NS0800000022
for
Amanda PIER Software Maintenance and Support
between
CSDC Systems, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 31, 2008, the term for the extension option will be December 31, 2009 to January 1, 2009 and there are three remaining options.
- 2.0 The total Contract amount is increased by \$178,280.60 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/26/08 – 12/31/08	\$179,487.96	\$179,487.96
Amendment No. 1: Option 1 01/01/09 – 12/31/09	\$178,280.60	\$357,768.56

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature] Dec 31, 08

Signature & Date:

Printed Name: DAN MISHRA

Authorized Representative
PRESIDENT

Signature & Date: *[Signature]* 1/8/09

Michael S. (Mick) Osborne, Specialist Senior Buyer
City of Austin
Purchasing Office

CSDC Systems, Inc
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W 0A2

City of Austin, Reviewed and Approved

Printed Name

N/A

Signature and Date



City of Austin

Financial and Administrative Services Department

Purchasing Office

P. O. Box 1088, Austin, TX 78767

(512) 974-2500

February 26, 2008

Mr. Sebastien Pare
CSDC Systems, Inc.
1705 Tech Ave., Unit 1
Mississauga, Ontario
Canada L4W 0A2

Re: Solicitation No. N/A
Maintenance and Support, Amanda PIER software

Dear Mr. Pare:

The Austin City Council has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Communications and Technology Management
Department Contact Person:	Gregory Hand
Department Contact Email Address:	gregory.hand@ci.austin.tx.us
Department Contact Telephone:	(512) 974-1428
Project Name:	Maintenance and Support, Amanda PIER software
Contractor Name:	CSDC Systems, Inc.
Contract Number:	MA 5600 NS080000022
Contract Period:	February 26, 2008 through December 31, 2008
Dollar Amount	\$179,487.96
Extension Options:	Four 12-month options
Requisition Number:	RQM-5600-07120500185
Solicitation Number:	N/A
Agenda Item Number:	61
Council Approval Date:	January 31, 2008

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2995.

Sincerely,

Mick Osborne, Specialist Sr. Buyer
Purchasing Office
Finance and Administrative Services Department
Enclosure

**Contract between the City of Austin ("City")
AND
CSDC Systems Inc. ("Contractor")
FOR
Code Compliance Implementation for AMANDA Application**

Contract #: NS080000022 - A

This Contract is between Contractor having offices at 6300 Ridgilea Place, Fort Worth, TX 76116 and the City, a home-rule municipality incorporated by the State of Texas, and is effective when signed by an authorized representative of the City.

This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address:
https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS
- 1.1.3 Statement of Work & Contractor's Quote, attached hereto as Exhibit A
- 1.1.4 Supplemental Purchasing Provisions, attached hereto as Exhibit B
- 1.1.5 Non-Discrimination Certification, attached hereto as Exhibit C
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.3
 - 1.2.3 Supplemental Purchasing Provisions, as referenced in Section 1.1.5
 - 1.2.4 The Statement of Work & Contractor's Quote, as referenced in Exhibit A
- 1.3 **Quantity.** Quantity of goods or services will be determined as set forth in Exhibit A.
- 1.4 **Term of Contract.** The Contract will be in effect starting June 11, 2012 and will continue through October 29, 2012 or until terminated by the City.
- 1.5 **Compensation.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$150,000.00 for all fees and expenses. Payment(s) will be made once the City provides approval that all deliverables have been met. Only those deliverables that have been approved and accepted by the City will be paid. The Contractor will be paid according to the Payment Schedule referenced in Exhibit A. Payment in full for invoices shall be due within thirty (30) days from invoice date.


This Contract (including any Exhibits and Attachments) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CSDC Systems Inc.

Sebastien Pare

Printed Name of Authorized Person



Signature

President and Chief Operating Officer

Title:

06/18/2012

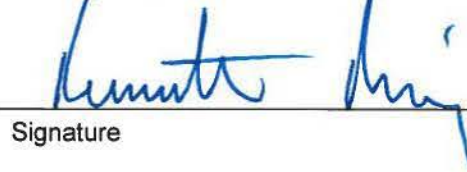
Date:

Exhibit A – Statement of Work & Contractor's Quote
Exhibit B – Supplemental Purchasing Provisions
Exhibit C -- Non-Discrimination Certification

City of Austin

Kenneth Ming, CPPB, CTCM, CTPM

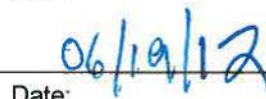
Printed Name of Authorized Person



Signature

Contract Compliance Manager

Title:



Date:

EXHIBIT A
Statement of Work & Contractor's Quote

Scope of Work

Folders – Zoning Code Enforcement currently uses four (4) folders for processing violations. Code Compliance shall amend their existing business rules to comply with the business processes already defined within the following existing AMANDA Folders:

1. CC – Entry of Complaints received by the city that could be potential violations
2. CV – For Complaints that result in Violations
3. CL – For documenting any legal actions pertaining to the violation
4. LF – Contains liens and fines associated with the violation or corrective actions of the violation and will incorporate invoicing and billing functions.

In addition to these four (4) Folders, Code Compliance shall require the design and development of one (1) new Folder:

5. FE - Shall hold information necessary to calculate fees and cost associated with corrective actions. This Folder shall hold the Fee Schedule and can be administered by permitted Code Compliance staff. This Folder shall also hold the Cut List information that is not currently within the other AMANDA Folders.

▪ **Document and Reports** – Key documents and reports shall be generated from AMANDA. Based on the scoping exercise, a maximum of thirty (30) output documents and reports are proposed. The City may choose to develop new or update existing documents and reports. The City may choose any combination of correspondence (merge) documents, queries or reports to reach the maximum of thirty (30). There may be an opportunity for further standardize and streamline of documents and reports to reduce the total number required. Please see Appendix A – Reports for the list of proposed 18 Reports.

▪ **Data Migration** – There are two systems that shall be migrated to AMANDA:

1. **CC Track** – AMANDA shall contain the legacy and current system data from CC Track. CC Track is a MS Access based application. Depending on the data quality, City may be required to perform some data cleansing prior to migration.
2. **Attachments** – Attachments (pictures, images, etc) shall be linked and associated with the required Folders. Security permissions may be required for certain type of images to prevent unrestricted access.

Project Approach

Based on our understanding of your needs and requirements, CSDC is proposing the following phases:

- **Project Kickoff and Planning** – CSDC shall work with the City project manager to develop a detailed project plan. Initial project kickoff meetings will be held during this phase to officially begin the project and present the project schedule and objectives to all interested parties.
- **Business Process Review** – CSDC shall lead business process review sessions to review high level business requirements for the current and new Folders. Based on the sessions, CSDC shall prepare any required prototypes for the current and new Folders.
- **Business Fit/Gap Requirements** – Based on the Folder Prototypes, CSDC shall conduct business fit analysis and design to gather detailed business requirements for the current Folders

and new 'FE' Folder. CSDC shall review and assess if any changes are required to the existing Folders to meet the requirements of Code Compliance. CSDC shall prepare the Design and Analysis (DnA) document that outlines the list and functional requirements of Folders, Documents, Reports, Data Migration.

- **Configuration** – CSDC shall configure the prototype Folder to reflect business rules and requirements finalized in the DnA document. This phase also includes configuration of document, reports, and data conversion scripts.
- **Training** – CSDC shall provide three (3) days of Training that may include End User Training, Admin Training, Documents or Reports Setup, or Interfaces Setup Training.
- **Testing** – CSDC shall provide ten (10) days of User Acceptance Testing support for the acceptance
- **Go Live Readiness and Support** – CSDC shall provide five (5) days of Go Live assistance and support.

Timetable

CSDC will commence the services on June 11, 2012. Based on the scope of work, effort, and availability of City resources, CSDC estimates the project timeline to be 140 calendar days from the start of the implementation to the final Go Live date ending no later than October 29, 2012.

Acceptance

The deliverables will be accepted by you based on mutually agreed upon acceptance criteria. For any submitted deliverables that are not accepted, the City must notify CSDC within ten (10) business days of submission: the deliverable not being accepted, the criteria not met, and the changes requested. The deliverables shall be considered accepted if CSDC is not notified of any required changes within the ten (10) business days.

Mutually agreed upon acceptance criteria:

- Weekly email describing work performed for reporting purposes.
- Implementation Kick-off – Completed Implementation Project plan
- Completion of Folder Analysis – Schematic of folder migration, inputs and outputs needed for each folder
- Completion of Output Documents Analysis – Coding for each report and template formatting, macro development coding
- Completion of Data Conversion Analysis – Schematic of all tables from CC Track to AMANDA, data analysis, proposed table revisions, data clean up requirements from the City.
- Completion of Folder Configuration – Completed implementation of folders in prototype environment.
- Completion of Output Documents Configuration – Completed implementation of all documents in prototype environment.
- Completion of Data Conversion scripting – All data migration to prototype environment completed. Prototype environment scripted and staged for Go Live to Production.
- Completion of UAT – Signatures of 30 power users having tested the Prototype environment at end of UAT testing. Completion of Admin Training, Documents and Reports setup, or Interfaces Training and signed off by Code Compliance Business Systems Analyst staff.
- Completion of Go Live Support – Sign off from Code Compliance at the completion of five (5) days of Go Live assistance and support.

Fees

Our fees are based on the effort required by our professionals to conduct the necessary services to assist you. The fees are based on a significant discount based on our partnership and commitment to the City of Austin. Due to the nature and complexity of this engagement, CSDC is proposing a not to exceed fee of \$150,000 USD.

The fees are based on CSDC providing onsite and offsite services. The fees are shall be inclusive of all reasonable travel, lodging, meals and miscellaneous expenses that may be incurred during onsite visits.

Payment Schedule

The payment schedule for this engagement is based on the Acceptance Requirements and Milestones. Payments will not be released until the Acceptance Requirements and Milestones have been met.

Payment Milestones	Milestone Fees	Hold-Back (20%)	Total
Project Scoping	\$10,000		\$10,000
Implementation Kick-Off	\$10,000	\$2,000	\$8,000
Completion of Folder Analysis	\$30,000	\$6,000	\$24,000
Completion of Output Documents Analysis	\$20,000	\$4,000	\$16,000
Completion of Data Conversion Analysis	\$10,000	\$2,000	\$8,000
Completion of Folder Configuration	\$20,000	\$4,000	\$16,000
Completion of Output Documents Configuration	\$30,000	\$6,000	\$24,000
Completion of Data Conversion Scripting	\$20,000	\$4,000	\$16,000
Sub-Total	\$150,000	\$28,000	\$122,000
Release of Hold-Back			
Completion of UAT			\$20,000
Completion of Go-Live Support			\$8,000
Hold-Back Release Amount			\$28,000
Total			\$150,000

EXHIBIT B
Supplemental Purchasing Provisions

Insurance Insurance is required for this solicitation.

- A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Lynda Thorpe
P. O. Box 1088
Austin, Texas 78767
- B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.

- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Contract Manager

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Terri Roberts
 512-974-1922
Terri.Roberts@austintexas.gov

3.1 Invoices

Invoices shall be emailed or mailed to the below address:

Email:

CTMAPInvoices@austintexas.gov

This email account is ONLY for emails containing Invoices. All other email correspondence (ie: payment status, statements, ect.) should be directed through CTM AP staff as follows:

Frenchie.Rhone@austintexas.gov 512-874-2425

Teresa.Wells@austintexas.gov 512-974-1477

Mail:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088

3.1.1 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.2 Payment.

3.2.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the date of the invoice.

3.2.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.2.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.2.4 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.3 Non-Appropriation. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.1 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.2 Default. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.3 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum

lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 4.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity.

Equal Employment Opportunity. No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2 Delays.

5.2.1 With the exception of the City's obligations of payment hereunder, neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

- 5.3 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

SECTION 6. WARRANTIES

- 6.1 **Warranty – Services.** Contractor's warranty is set forth in Exhibit D.

SECTION 7. MISCELLANEOUS

7.1 Indemnity.

7.1.1 Definitions:

7.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.1.1.1.1 damage to or loss of the property of any third party; and/or;

7.1.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.1.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT ARISING DIRECTLY OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.3 **Confidentiality.** As used in this Contract, "Confidential Information" shall mean any and all technical or business information furnished or disclosed, in whatever form or medium, by or on behalf of one party to the other party including, but not limited to, product or service specifications, designs, drawings, prototypes, computer programs, models, business plans, marketing plans, financial data, financial statements, financial forecasts and statistical information. Confidential Information disclosed by either party to the other hereunder may be in written form or it may be electronically, orally or visually presented. If in written form, it shall be identified as Confidential Information by an appropriate legend indicating its proprietary or confidential nature. If disclosed orally or visually, it shall be identified by the disclosing party as Confidential Information at the time of disclosure and shall be confirmed as such by written summary mailed to the receiving party within thirty (30) days after the original disclosure. In the course of this Contract, each Party may require access to certain of the other Party's and/or its licensors' Confidential Information. The receiving party ("Receiving Party") acknowledges and agrees that the other Party's and /or its licensors' ("Disclosing Party") Confidential Information is the valuable property of the Disclosing Party and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Disclosing Party. The Receiving Party (including its employees, subcontractors, agents, or representatives) agrees that for a period of five (5) years after receipt of Confidential Information, it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Disclosing Party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Receiving Party promptly notifies the Disclosing Party before disclosing such information so as to permit the Disclosing Party reasonable time to seek an appropriate protective order. The Receiving Party agrees to use protective measures no less stringent than the Receiving Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The obligations of each party as set forth in this Contract shall not apply to any information which:

- i. Has become generally available in the public domain without breach of this Contract;
- ii. The Receiving Party can establish by written documentation that it was in its possession prior to disclosure pursuant to this Contract;
- iii. The Receiving Party can establish by written documentation that it was independently developed;
- iv. The Disclosing Party has disclosed to a third party without restriction;
- v. The Receiving Party has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the other party to maintain such information in confidence;
- vi. Is disclosed by the receiving party pursuant to the Disclosing Party's written approval; or
- vii. The receiving party is compelled to release by law or in the course of litigation by a third party, provided that the receiving party provides the disclosing party with written notice of such compulsion sufficiently in advance of disclosure so as to provide the disclosing party a reasonable time period to seek a protective order.

7.5 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling

agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.6 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract.
- 7.7 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.8 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.9 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.10 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.11 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 7.12 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 7.13 **Dispute Resolution.**
- 7.13.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty

(30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.13.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.14 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.14.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.14.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.14.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.16 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.17 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.18 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.19 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The

foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**EXHIBIT C
GENERAL PROVISIONS**

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

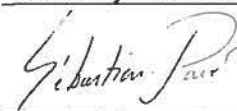
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of June, 2012

CONTRACTOR

CSDC Systems Inc.

Authorized
Signature



Title

President and Chief Operating
officer



LICENSE, MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS

AND

CSDC SYSTEMS INC.

FOR

MAINTENANCE AND SUPPORT

OF

THE AMANDA SOFTWARE

This agreement for maintenance and support (the "Agreement") is made effective when this Agreement is signed by the City of Austin (the "Effective Date"), by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and CSDC Systems Inc. ("CSDC"), having its principal place of business at 1705 Tech Avenue, Unit 1, Mississauga, Ontario, Canada L4W 0A2.

WHEREAS, the City has installed CSDC's software product known as Amanda (the "Software") and has had it in use since December, 2003 pursuant to that certain PIER System Agreement between Motorola Inc. and the City; and

WHEREAS, Motorola Inc. no longer wishes to provide maintenance and support of the Software; and

WHEREAS, the City has a perpetual, irrevocable, royalty free license to use the Software; and

WHEREAS, the City desires CSDC to provide maintenance of the Software for which CSDC is the only provider due to intellectual property reasons; and

WHEREAS, CSDC is prepared to provide said maintenance to the City; and

WHEREAS, the City Council on January 31, 2008 authorized the negotiation and execution of an agreement with CSDC to provide annual maintenance of the Software as requested from time to time by the City;

NOW, THEREFORE, for and in consideration of the services to be performed hereunder, and the monetary consideration to be paid therefor as provided herein, and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of CSDC.** Subject to the general supervision by the City, and subject to the provisions of the terms and conditions contained herein, CSDC is engaged to provide maintenance support of the Software (including identified third party products, if any).

1.2 **Responsibilities of CSDC.** CSDC shall be responsible for providing all personnel and other resources not specifically provided by the City but which are required to accomplish the tasks generally defined in 1.1 above. As appropriate to circumstances, CSDC may perform these tasks on-site or remotely. CSDC will serve as the single point of contact for all CSDC's subcontractors, partners and suppliers and shall be responsible for such subcontractors as set forth in Section X below. Any CSDC staff using the City's network will abide by the City's current network security guidelines and procedures.

1.3 **Responsibilities of the City.**



LICENSOR, MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 1.3.1 **Contract Manager.** The City will designate a Contract Manager who will be responsible for exercising general oversight and direction of CSDC's efforts in completing the services. Specifically, the City's Contract Manager will be available to CSDC to discuss and resolve any contractual issues that might arise during the term of the Agreement, shall participate regularly in conference calls or meetings for status reporting, and shall promptly review any written reports submitted by CSDC.
- 1.3.2 **Access to Staff, Facilities, and Resources.** The City will provide CSDC with access to the City project team, and to other members of City staff as appropriate to the effort. The City will arrange for on-site and visiting CSDC personnel to have suitable and safe access to City's facilities and systems, including communications linkages. City will provide suitable work space and associated resources for CSDC personnel working on-site, including all necessary computing and office support resources.
- 1.4 **Designated Points of Contact.** The designated Point of Contact for each party will exercise oversight of this Agreement, as monitored through face to face, telephonic, and written communications (including electronic mail and facsimile transmission) and reporting. Such Points of Contact may be changed upon written notice to the other party provided however that in the event CSDC wishes to change their Point of Contact for this Agreement the City shall have the right to pre-approve the replacement.
- 1.4.1 **CSDC:** Rubina Abid, phone 905-206-1296, shall act as CSDC's point of contact.
- 1.4.2 **City:** Gregory Hand, phone 512-974-1428, will serve as the City's point of contact.

SECTION II. MAINTENANCE SERVICES.

- 2.1 The objective of the work to be performed hereunder is: a) to provide continuing maintenance support for the Software as set forth in the Licensor Maintenance and Technical Support Agreement ("Support Agreement") attached hereto as Exhibit A; b) to purchase additional licenses for the Software if requested by the City; and c) to provide such special support, including, but not limited to software patch installation, custom software development and installation, and special consulting services as specified in a Work Request substantially in the form attached hereto as Exhibit B. In the event of a conflict in the terms and conditions of this Agreement and the Support Agreement, the terms and conditions of this Agreement shall prevail.

SECTION III. DELIVERABLES AND REPORTS PURSUANT TO A WORK REQUEST

- 3.1 **General.** Preparation and acceptance of deliverables pursuant to a Work Request will be conducted as described below.
- 3.2 **Written Deliverables.** For the purposes of this Agreement, "written" shall mean either a) a printed "hard copy" or b) an electronic copy in a common electronic format (MS Word, MS Excel, MS PowerPoint, MS Access, MS Project) with preference to an electronic copy.
- 3.2.1 CSDC may submit interim drafts of written deliverables to City for review. Such drafts are to be clearly marked as "draft" using MS Word "watermarking" or similar technology. The City agrees to review each interim draft within ten (10) business days after receipt, and to provide review comments to CSDC. CSDC shall then modify the deliverable and re-submit "final" versions of the deliverables to the City.
- 3.2.2 The City will have the opportunity to review the written final deliverable for an acceptance period of ten (10) business days after delivery.
- 3.2.3 The City agrees to notify CSDC in writing of the rejection of the deliverable as presented. If rejected, City agrees to describe, in reasonable detail, any substantive deficiencies that must be corrected prior to acceptance of the written deliverable.



- 3.2.4 If the City delivers CSDC a timely notice of deficiencies, CSDC will correct the deficiencies within ten (10) business days and resubmit the written deliverable.
- 3.2.5 Upon receipt of a corrected written deliverable from CSDC, the City will have an additional ten (10) days to confirm that the identified and agreed-upon deficiencies have been corrected.
- 3.2.6 The time period for review and acceptance of written deliverables may be extended by mutual written agreement between the parties. The City will not unreasonably withhold, delay or condition its approval of a final written deliverable. No deliverable shall be deemed accepted until CSDC receives written acceptance of the deliverable from the City's Project Manager.

SECTION IV. COMPENSATION

4.1 Fees.

- 4.1.1 City will pay, upon execution of this Agreement, the first year's maintenance fees in an estimated amount not to exceed \$179,487.96. Subsequent year's maintenance fees and Work Requests, if applicable, shall be subject to the City exercising an extension option and appropriation of funds payable for an estimated amount not to exceed \$317,354 for the first extension option, \$367,941 for the second extension option, \$317,341 for the third extension option, and \$335,685 for the fourth extension option, for a total estimated contract amount not to exceed \$1,517,808.96.
- 4.1.2 Unless otherwise expressly authorized in the Agreement, CSDC shall pass through all subcontract and other authorized expenses at actual cost without markup. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
- 4.1.3 In addition to CSDC's proposed annual maintenance charges, the City has included certain amounts for each of the option periods for the purpose of the purchase of additional software licenses, custom enhancements, and additional maintenance and support for those items for projected expansion of the Software throughout the term of the Agreement.
- 4.1.4 A price increase for the additional services requested pursuant to a Work Request may be requested by CSDC (for each period of extension) for approval by the City's Purchasing Officer or his designee subject to the Economic Price Adjustment set forth below.
- 4.1.5 CSDC shall reference the version of the Consumer Price Index(s) (Consumer price indexes for the net output of selected industries and their services) (the "Index"). Prices shown in this Agreement shall remain firm for the first twenty-four (24) months (the "Review Period") of the Agreement. After that in recognition of the potential for fluctuation of the CSDC's cost, a price adjustment (increase or decrease) may be requested by either the City or CSDC subject to the following considerations:
 - 4.1.5.1 Requests for price increases must be made in writing and submitted to the appropriate buyer in the City's Purchasing Office. The request must be signed by a person with the authority to bind CSDC contractually, shall reference the Agreement number, if applicable, and shall include the following documentation:
 - i. an itemized, revised price list with the effective date of the proposed increase;

- ii. a copy of the current Index with the effective date of the index clearly shown, and
- iii. copies of the documentation provided by the manufacturer regarding the proposed price increase if CSDC is not the manufacturer of the products (if applicable). If CSDC is the manufacturer of the products, a letter so stating must be provided.

4.1.5.2 Proposed price increases must be solely for the purpose of accommodating increases in CSDC's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

4.1.5.3 Requests for price increases shall be submitted for approval to the City's Purchasing Office (marked for the attention of the appropriate buyer) not less than ninety (90) days prior to each anniversary date of the Agreement and/or Review Period. The City shall have thirty (30) calendar days to review and approve/disapprove the requested increase.

4.1.5.4 The proposed percentage change between the current Agreement price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current Review Period the one in effect at the time the price increase is requested. In no event shall the requested price increase exceed five percent (5%) for any single line item, and in no event shall the total amount of the Agreement be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

4.1.5.5 Proposed price decreases may be offered to the City at any time and become effective upon acceptance unless a different effective date is specified by CSDC. Price decrease offers may also be subject to negotiation if it appears that the decrease offered is less than that which would be justified by the relationship of the current Index to the Index in effect at the beginning of the current Review Period.

4.1.5.6 Price decreases based on Index changes and/or other relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. CSDC shall have thirty (30) calendar days to respond to the City's request. Following receipt of CSDC's agreement with the requested decrease, the City may implement the decrease at any time. Should CSDC not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with CSDC, or terminate the Agreement.

4.1.5.7 Since the perceived need for price increases may be due in whole or in part to factors other than Index changes, the City will accept fully-documented increase requests which include complete descriptions and analyses of other factors which, in CSDC's opinion, justify price increases for one or more line items in the Agreement. If Index changes are responsible in part for the requested change, those changes shall be documented as previously described.

4.2 **Payment.** Payments shall be made by Electronic Funds Transfer to an account designated by CSDC. CSDC shall send duplicate invoices to the attention of Gregory Hand. All proper invoices received by the City will be paid within thirty (30) business days of the City's receipt of the services and of the invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder. City may withhold payment of any specific invoiced charges which it disputes in good faith provided it pays all undisputed charges on the invoice within the agreed payment period and promptly

notifies CSDC of the amount in dispute and the reasons why it disputes the charges. CSDC and City will work together in good faith to resolve any disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) business days after the original payment due date receipt, the parties will resolve such dispute as provided in the Dispute Resolution section below. City will pay any disputed amounts within five (5) business days after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid or raised in writing as provided in this section. If City withholds payment of any amount due under an invoice without following the procedures set forth above, CSDC may suspend performance under a Work Request with respect to which payment has been withheld. CSDC will provide City with fifteen (15) business days prior written notice before suspending performance. CSDC will resume performance within a reasonable period of time after the payment dispute is resolved, and all aspects of the Work Request (including without limitation the project schedule and budget) will be equitably adjusted.

4.3 Payment Offset. The City may withhold or set off the entire payment or part of any payment otherwise due CSDC to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by CSDC;
- ii. third party claims, which are not covered by the insurance which CSDC is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of CSDC to pay subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or subcontractors, which is not covered by insurance required to be provided by CSDC;
- v. reasonable evidence that CSDC's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of CSDC to submit proper invoices with all required attachments and supporting documentation; or
- vii. failure of CSDC to comply with any material provision of the Agreement.

Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of § 2-8-3 of the City Code concerning the right of the City to offset indebtedness owed the City.

4.4 The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to CSDC. The City shall provide CSDC written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 CSDC agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examines, or reproduces, any and all records of CSDC related to the Services under this Agreement. CSDC shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of CSDC are resolved, whichever is longer. CSDC agrees to refund to the City any overpayments disclosed by any such audit. CSDC shall include this section in all subcontractors agreements entered into in connection with this Agreement.

SECTION V. TERM AND TERMINATION

- 5.1 **Term.** This Agreement will commence on the Effective Date, and will continue until December 31, 2008 with four (4) twelve (12) month extension options. This Agreement may be extended further by mutual written agreement.
- 5.2 **Stop Work Order.** The City shall have the right and fiduciary obligation to issue a Stop Work Order if, in the exclusive judgment of the City's Project Manager, a condition exists that will compromise the successful completion of this Agreement. Upon issuance, CSDC is to immediately cease all work, billable or gratis, on-site or off-site that is included in, or required in order to fulfill this Agreement. City's Project Manager will then coordinate a meeting between the City's Executive Staff and CSDC's Executive Staff in order to resolve the issue.
- 5.3 **Delays.** The City may delay scheduled delivery or other due dates by written notice to CSDC if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and CSDC shall negotiate an equitable adjustment for costs incurred by CSDC in the Agreement price and execute an amendment to the Agreement. CSDC must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in herein. However, nothing in this provision shall excuse CSDC from delaying the delivery as notified.
- 5.4 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 5.5 **Default.** CSDC shall be in default under the Agreement if CSDC: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Paragraph 5.4, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 5.6 **Termination For Cause.** If a party believes that the other party has failed to perform a fundamental obligation the failure of which defeats the essential purpose of this Agreement under which the obligation arises (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this section. If the breaching party does not, within thirty (30) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the Agreement for cause by providing written notice to the breaching party. Prior to termination of this Agreement for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position. The City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of CSDC's default up to the full amount that has been paid to CSDC under this Agreement.
- 5.7 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, CSDC shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay CSDC for reasonable costs up to the date of termination, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. If City has not paid the maintenance fee for the then current annual Maintenance Period in full, City must pay to CSDC the remaining balance of such maintenance fee prior to terminating this Agreement.



- 5.8 **Fraud.** Fraudulent statements by CSDC pursuant to this Agreement shall be grounds for the termination of this Agreement for cause by the City and may result in legal action.

SECTION VI. CONFIDENTIALITY

- 6.1 **Confidentiality.** In order to conduct the work and provide the deliverables specified in the Scope of Work herein, the City and CSDC (collectively, "Parties" to this Agreement) may require access to certain of each other's and/or their licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Parties to this Agreement or their licensors consider confidential) (collectively, "Confidential Information"). The Parties to this Agreement acknowledge and agree that the Confidential Information is the valuable property of each respective Party and/or their licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure that Party and/or its licensors. The Parties to this Agreement (including their employees, subcontractors, agents, or representatives) agree that they will each maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other Party in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction; provided that each Party promptly notifies the other Party before disclosing such information so as to permit the other Party reasonable time to seek an appropriate protective order. The Parties to this Agreement agree to use protective measures no less stringent than the each Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 6.2 **Notification.** The City shall notify CSDC in writing of its intent to allow a third party to use or otherwise access Confidential Information of CSDC. Prior to being granted such right of use or access such third party shall pursuant to this section be required to execute a Confidentiality Agreement reasonably acceptable to CSDC.

SECTION VII. PROPRIETARY RIGHTS

- 7.1 **Intellectual Property Rights.** In order to provide the deliverables to the City, CSDC may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). CSDC acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. CSDC (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided CSDC notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. CSDC agrees to use protective measures no less stringent than CSDC uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

SECTION VIII. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- 8.1 CSDC warrants and represents that all services to be provided to the City under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally

accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

- 8.1.1 CSDC may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- 8.1.2 Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from acceptance of the maintenance services such as source code and contracted enhancements specific to the City but exclude City specific AMANDA Business rules and soft code. If during the warranty period, one or more of the above warranties are breached, CSDC shall promptly upon receipt of demand perform the Services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by CSDC. The City shall endeavor to give CSDC written notice of the breach of warranty within thirty (30) days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- 8.1.3 If CSDC is unable or unwilling to perform its Services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from CSDC, and purchase conforming services from other sources. In such event, CSDC shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION IX. INDEMNIFICATION

9.1 Definitions:

- 9.1.1 Indemnified Claims. Includes any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (i) damage to or loss of the property of any person (including, but not limited to the City, its agents, officers, employees); and/or
 - (ii) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City).
- 9.1.2 CSDC's Obligation. CSDC shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims arising out of, incident to, concerning or resulting from the fault of CSDC, or CSDC's agents, employees or subcontractors, in the performance of CSDC's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or CSDC (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 9.1.3 Claims. If any claim, demand, suit, or other action is asserted against CSDC which arises under or concerns the Agreement, or which could have a material adverse affect on CSDC's ability to perform hereunder, CSDC shall give written notice thereof to the City within ten (10) days after receipt of notice by CSDC. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Attorney's Office, Austin City Hall, 301 W. 2nd Street, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas, 78767.



- 9.2 CSDC represents and warrants to the City that: (i) CSDC shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by CSDC in accordance with the specifications in the Agreement will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and CSDC does not know of any valid basis for any such claims. CSDC shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) CSDC's breach of any of CSDC's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, CSDC agrees that the City's specifications regarding the deliverables shall in no way diminish CSDC's warranties or obligations under this section and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CSDC.

SECTION X. SUBCONTRACTORS:

- 10.1 Work performed for CSDC by a Subcontractor shall be pursuant to a written contract between CSDC and Subcontractor. The terms of the subcontract may not conflict with the terms of this Agreement, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and CSDC. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to CSDC in sufficient time to enable CSDC to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for CSDC, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as CSDC is required to indemnify the City.
- 10.2 CSDC shall be fully responsible to the City for all acts and omissions of the Subcontractors just as CSDC is responsible for CSDC's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 10.3 CSDC shall pay each Subcontractor its appropriate share of payments made to CSDC not later than ten (10) business days after receipt of payment from the City.

SECTION XI. MISCELLANEOUS

11.1 Workforce.

- 11.1.1 CSDC shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Any CSDC staff that will be on-site for a month or longer will be required to pass the City's background check process.



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All CSDC staff and any replacement CSDC personnel must be pre-approved by the City before any Services are performed by such employee.

- 11.1.2 CSDC, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms or other weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. For the purpose of clear understanding, the City's property includes all facilities under the control, supervision or custodial care of the city, including property under lease to the City.
- 11.1.3 If the City or the City's representative notifies CSDC that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms or other weapons, or has possessed or was under the influence of alcohol or drugs on the job, CSDC shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent. Further, the City may request a CSDC employee be removed from providing the Services without having to provide a reason.
- 11.1.4 Access to any of the City's buildings by CSDC, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the CTM Department for this purpose. CSDC shall submit a complete list of all persons requiring access to any of the City's buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any CSDC personnel for reasonable cause, including failure of a Criminal History background check. The City will notify CSDC of any such denial no more than twenty (20) days after receipt of CSDC's submittal.
- 11.1.5 Where denial of access by a particular person may cause CSDC to be unable to perform any portion of the Services, CSDC shall so notify the City's point of contact, in writing, within ten (10) days of the receipt of notification of denial.
- 11.1.6 CSDC personnel will be required to check in at the security desk when entering or leaving City premises and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of CSDC personnel from the worksite, without regard to CSDC's schedule. Security badges may not be removed from the premises.
- 11.1.7 CSDC shall provide the City's point of contact with a list of personnel scheduled to enter the building, seven (7) calendar days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- 11.1.8 CSDC shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11.2 Insurance.

11.2.1 General Requirements.

- 11.2.1.1 CSDC shall at a minimum carry insurance in the types and amounts indicated in for the duration of the Agreement and during any warranty period.
- 11.2.1.2 CSDC shall forward Certificates of Insurance with the coverages and endorsements required below in the Specific Requirements to the City as



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verification of coverage within fourteen (14) calendar days of notification of the award, unless otherwise specified.

- 11.2.1.3 CSDC shall not commence the Services until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of CSDC hereunder and shall not be construed to be a limitation of liability on the part of CSDC.
- 11.2.1.4 CSDC must submit Certificates of Insurance to the City for all subcontractors prior to the subcontractors commencing work on the Services.
- 11.2.1.5 CSDC's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 11.2.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall contain the solicitation number and the following information:

Attn: Mick Osborne
City of Austin, Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- 11.2.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and CSDC, shall be considered primary coverage as applicable.
- 11.2.1.8 If insurance policies are not written for amounts specified below in the Specific Requirements, CSDC shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 11.2.1.9 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 11.2.1.10 The City reserves the right to review the insurance requirements set forth during the term of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CSDC.
- 11.2.1.11 CSDC shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
- 11.2.1.12 CSDC shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.



11.2.1.13 CSDC shall endeavor to provide the City thirty (30) business days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

11.2.1.14 The insurance coverages specified below in the Specific Requirements are required minimums and are not intended to limit the responsibility or liability of CSDC.

11.2.2 Specific Requirements:

11.2.2.1 Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. CSDC's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC 420304
- (b) Thirty (30) days Notice of Cancellation, Form WC 420

11.2.2.2 Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

11.2.2.2.1 The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under the Agreement and all other contracts related to the project.
- (b) Independent Contractor's Coverage.
- (c) Products/Completed Operations Liability for the duration of the warranty/period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

11.2.2.2.2 The policy shall also include these endorsements in favor of the city of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010

11.2.2.3 Business Automobile Liability Insurance: CSDC shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

11.2.2.3.1 The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement TE 2046A



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- (b) Thirty (30) days of Notice of Cancellation, Endorsement TE 0202A
- (c) The City of Austin listed as an additional insured, Endorsement TE 9901B

11.2.2.4 Professional Liability Insurance. CSDC shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and shall be provided for twenty-four (24) months following the termination of the Agreement.

- 11.3 **Notices.** Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and CSDC shall be addressed as follows:

To The City:

City of Austin
Purchasing Office
ATTN: Anne Forsey
P. O. Box 1088
Austin, TX 78767-8845

To CSDC:

CSDC Systems, Inc.
ATTN: Rubina Abid
1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W OA2

Day to day routine communications shall be as set forth in Section 1.4.

- 11.4 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material, not originally developed, is included in a report in any form, the source shall be identified.
- 11.5 **Advertising.** CSDC shall not advertise or publish, without the City's prior consent, which shall not be unreasonably withheld, the fact that the City has entered into the Agreement, except to the extent required by law.
- 11.6 **No Contingent Fees.** CSDC warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by CSDC for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to CSDC, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 11.7 **Gratuities.** The City may, by written notice to CSDC, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by CSDC or any agent or representative of CSDC to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In



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the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CSDC in providing such gratuities.

- 11.8 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent contractor, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of CSDC shall render the Agreement voidable by the City.
- 11.9 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CSDC's services shall be those of an independent contractor. CSDC agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 11.10 **Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and CSDC and their respective successors and assigns, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by CSDC without the prior written consent of the City. Any attempted assignment or delegation by CSDC shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 11.11 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either CSDC or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 11.12 **Modifications.** The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any CSDC invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 11.13 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 11.14 **Dispute Resolution.**
- 11.14.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such



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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

- 11.14.2 Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and CSDC agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and CSDC will share the costs of mediation equally.
- 11.15 **Survival.** Any provision of the Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.
- 11.16 **Nonsolicitation.** During the term of the Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment any employee of the other party who was assigned to the performance of the party's obligations under the Agreement or spent a substantial amount of their time in direct support the Agreement, unless the hiring party obtains the written consent of the other party. The foregoing restriction will not apply to general employment advertisements or solicitations. During such period, City will not employ or contract (directly or indirectly) for the services of any CSDC personnel (other than through CSDC) for any project on which CSDC is engaged to perform services for City.
- 11.17 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of either party to seek and secure injunctive relief from any competent authority as contemplated herein.
- 11.18 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.
- 11.19 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. By accepting this Agreement with the City, CSDC certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 11.20 **Living Wages and Benefits**



LICENSOR, MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

- 11.20.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$10.90 per hour. This minimum wage is required for any CSDC employee directly assigned to providing the Services under this Agreement.
- 11.20.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all CSDC employees directly assigned to this Agreement. Proof of the health care plan shall be provided prior to execution of this Agreement. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided as stipulated in the insurance provisions.
- 11.20.3 The City requires CSDC to provide a signed certification certifying that all employees directly assigned to this Agreement will be paid a minimum living wage equal to or greater than \$10.90 per hour and are offered a health care plan. The certification form is attached hereto as Exhibit C. The certification shall include a list of all employees directly assigned to providing the Services including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Agreement.
- 11.20.4 CSDC shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act. Basic employment records shall at a minimum include:
- (1) employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - (2) time and date of week when employee's workweek begins;
 - (3) hours worked each day and total hours worked each workweek;
 - (4) basis on which employee's wages are paid;
 - (5) regular hourly pay rate;
 - (6) total daily or weekly straight-time earnings;
 - (7) total overtime earnings for the workweek;
 - (8) all additions to or deductions from the employee's wages;
 - (9) total wages paid each pay period; and
 - (10) date of payment and the pay period covered by the payment
- 11.20.5 CSDC shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all employees directly assigned to providing the Services containing:
- the employee's name and job title;
a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$10.90 per hour;
a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to providing the Services. The form for the employee certifications is attached hereto as Exhibit D.

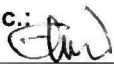


LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT


- 11.20.6 CSDC shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement.
- 11.20.7 The City's Contract Manager will periodically review the employee data submitted by CSDC to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

This Agreement is executed in duplicate originals to be effective as of the Effective Date.

CSDC Systems, Inc.:

Signature: 
Typed Name: ERIC DAVID
Title: EXEC V.P.
Date: JAN 14, 2008

CITY OF AUSTIN:

Signature: 
Typed Name: MICK OSBORNE
Title: SPECIALIST SR. Buyer
Date: 2/26/08

EXHIBITS:

- A: Licensor Maintenance and Support Agreement
- B: Sample Work Request Form
- C: Living Wages and Benefits Employee Certification
- D: Living Wages and Benefits Contractor Certification



Exhibit A

LICENSOR MAINTENANCE AND SUPPORT AGREEMENT

SECTION 1: DEFINITIONS

1. **Support Agreement:** Means this licensor Maintenance and Technical Support Agreement, its Appendices and any amendments thereto agreed upon by the parties.
2. **Licensor:** Means CSDC.
3. **Licensee:** Means the City of Austin, Texas.
4. **Software:** Means information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system as identified in Appendix B to this Support Agreement. **Software** shall also, for purposes of this document, mean:
 - 1) a database schema and triggers,
 - 2) client computer program
 - 3) the media containing the Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the software program(s) as specified in Appendix B of this Support Agreement.
5. **Software Bug(s):** Shall mean errors reported by the Software (as an error code) during its operation or the inability of the Software to perform a function as described in the Software documentation provided by Licensor.
6. **Corrections:** Shall mean fixes made to the Software to remove Software Bugs or workarounds acceptable to the Licensee.
7. **Upgrade:** Shall mean improvements made by the Licensor to the Software which relates to operating performance and does not change the basic function of the Software.
8. **Enhancements:** Shall mean Modifications made by the Licensor to the Software which relate to operating performance but also change the basic function(s) of the Software.
9. **Modifications:** Shall mean any programmatic or database schema changes made by the Licensor to the Software.
10. **Designated Support Contact:** Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the responsibility of reporting Software Bugs, and requesting Upgrades from Licensor.
11. **Effective Date:** Shall mean the date as defined in the Agreement.
12. **Expiry Date:** Shall mean the date as defined in the Agreement.

SECTION 2: TERMS AND CONDITIONS

1. The Effective Date and Expiry Date of this Support Agreement are as defined in the Agreement.
2. The Licensor hereby agrees to provide, at no additional cost beyond the fees set forth in the Agreement, to the Licensee the following services:



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

a) Support: AMANDA support services in the following manner:

1. Licensor will provide bug fixes to Software Bugs as reported by Licensee.
2. Licensor will provide reasonable telephone support between the hours of 8:30am EST to 5:00pm EST. Such telephone support will be Licensor's best efforts to provide a reasonable level of clarification of documentation and licensed software modules.

Licensor will respond to Licensee's request for support services within four (4) hours. Response time for on-site assistance will be a maximum of sixteen (16) hours.

Support problems can also be reported via email and the web at the following addresses: E-Mail: support@csdcsystems.com Web Site: <http://www.csdcsystems.com>.

b) Problem Diagnosis. Licensor will provide problem diagnosis for the Software and, where possible, will supply corrections for problems that Licensor diagnoses as defects in the Software. Licensor will perform these services in a timely manner consistent with the urgency of the situation. Corrective action will follow the following general guidelines:

Severity 1: a critical problem has been encountered such that the Software is inoperable. Licensor will respond immediately to diagnose the problem. Licensor and Licensee personnel will work diligently and continuously to correct the problem as quickly as possible.

Severity 2: a problem has been encountered that does not prevent use of the Software, but the system is not operating correctly. Licensor will diagnose the problem and advise Licensee of a work-around as quickly as possible. If requested by Licensee, Licensor will provide a software patch outside the normal release/quality assurance process.

Severity 3: a minor problem has been encountered. The Software is usable but could be improved by correction of a minor defect, or usability enhancement. Licensor will assess the problem and, depending on priorities, schedule a fix for the next release, advise Licensee that this will not be corrected, or offer this change to Licensee as a chargeable customization if Licensee determines it is desirable.

Software problem support services do not include on-site maintenance or support which, subject to availability of personnel, will be offered to Licensee at a separate charge unless problem cannot be resolved remotely.

- c) Corrections. Licensor will provide corrections to any and all defects in the Software covered by this Support Agreement, as identified in Appendix B. Software Bugs must be reported by the Licensee to the Licensor using the Licensee's Standard Problem Report Form or through CSDC's web support site.
- d) Upgrades. Licensor will provide upgrades to all Software identified in Appendix B as implemented from time to time in the improvement of the Software.
- e) Enhancements. Licensor will provide enhancements to all Software identified in Appendix B as implemented from time to time in the improvement of the Software.
- f) Release Currency. Licensor will provide new versions and releases of all Software covered in Appendix B which may contain Corrections, Upgrades or Enhancements which have been reported reasonably in advance of the version or release date, for operating system and RDBMS listed in Appendix C, as such new versions and releases become available, at no charge. Licensor applications will maintain release currency with the then current database and operating system within ninety (90) days from the date the Licensee notifies Licensor they have obtained a new release of said software.
3. Licensor warrants that the Support to be provided hereunder will be performed to the standards of care and diligence normally practiced by recognized software firms performing services of a similar nature. The Licensee's recourse of remedy for any breach of this warranty will be the right to require Licensor to re-perform the services without additional cost to the Licensee.
4. Service Escalation. If a problem is not addressed in a timely manner, the Licensee may escalate the Support process by first contacting the Support Service Manager, secondly, the Licensee may



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

contact the Vice President of Client Services.

5. Support will only be provided for the current release of the Software covered in Appendix B, subject to a "window" period of eighteen (18) months after the availability of a new release. If fixes are available in the next release of the Software the Licensee will be required to move to that release to obtain them
6. The Licensor agrees to make available, to the Licensee, the necessary staff or resources to accommodate requested Modifications to the Software as outlined in Appendix B, upon reasonable notice and at then current and standard labor and material rates.
7. Unless otherwise specified in Appendix B, this Support Agreement is for a single Production Server. Additional maintenance for other Servers is not included in this Support Agreement and must be covered under a separate Support Agreement.
8. Warranty: The Licensor warrants that it is the sole owner of the Software or has the full power and authority to effect the Corrections, Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.
9. All warranties applicable to the Software and covered under the CSDC Corporate Software License Agreement signed by the Licensee apply equally to all Corrections, Upgrades, Enhancements and Modifications as set forth in Appendix B. All warranties are void if Licensee makes any modifications to the Software without express written approval by the Licensor. The extent of the liability accepted by the Licensor is as set out herein and does not include consequential damages or liability claims arising from the Software or efforts to correct such.
10. The Licensee agrees to pay the Licensor additional fees at the Licensor's regularly published preferred rates if the Licensor is called upon to provide assistance in solving problems which are not caused by any defects in the Software.



APPENDIX A – MAINTENANCE AGREEMENT DATES

Support Agreement Effective Date: December 30, 2007

SIGNED:

Licensor Representative

Licensee Representative

Signature

Signature

ERIC DAVID

Printed Name

MICK OSBORNE

Printed Name

EXEC V.P.

Title

SPECIALIST SR DYER

Title

JAN 14, 2008

Date

2/26/08

Date



APPENDIX B – SOFTWARE PRODUCTS ANNUAL MAINTENANCE

City of Austin - AMANDA Maintenance Year 1 - Year 5							
Ref #	Description of Software	Quantity	Dec 30, 2007 to Dec 31, 2008	Dec 30, 2008 to Dec 31, 2009	Dec 30, 2009 to Dec 31, 2010	Dec 30, 2010 to Dec 31, 2011	Dec 30, 2011 to Dec 31, 2012
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Concurrent Users	300	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1	\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtraprise Web Access (Development, Maximum 10 Connects) (Per Server)	1	\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtraprise Web Access (Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtraprise Anonymous Property Query	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtraprise Anonymous Complaint Submittal	1	\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtraprise Anonymus Bill / Fine Payment	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtraprise My Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtraprise Permitting Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtraprise Inspections Web Objects (Interface) Template	1	\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtraprise - Registration Folder	1	\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtraprise My Licenses	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtraprise Professional License Submittal Web Objects Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtraprise Professional License Renewal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300	\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28
28	Report Wizard (Adhoc Reporting)	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
29	Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 siz	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
30	eNtraprise Web Access (Fail Over for Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
	Total Maintenance Cost - To be invoiced 60 days prior Dec 31		\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
	CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice		\$6,400.00	\$ 6,592.00	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
	Maintenance Total Cost		\$ 179,487.96	\$ 184,872.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28

NOTE

Maintenance cycle is Jan1 to Dec 31 each year

Taxes are not included

CPI of 3% is charged for every year based on the last years amounts

As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly

Maintenance for any new modules when added will be pro-rated to synchronize with the existing maintenance cycle.

APPENDIX C – EXISTING ENVIRONMENT

AMANDA DATABASE SERVERS	
Item	Description
Database Server Make	IBM pSeries
Database Server Model	p595 Lpar
Database Server Serial Number	24000E
Database Server Hardware Configuration	8 virtual processors; 8 Gb Memory; 34 GB of mirrored hard disks for OS; 390 Gbs of SAN storage for Oracle; 1 Gb Ethernet card
Database Server Operating System & Version	AIX 5300-05-CSP
Database Server Location	Waller Creek Center - 10th Floor
RDBMS Vendor	Oracle
RDBMS Version	Oracle9i Enterprise Edition Release 9.2.0.6.0 - 64bit Production
Other Software / Databases installed on the AMANDA Server	none
Service Packs Installed	Patchset 5 (9.2.0.6)
Security Patches Applied	Patch 5225793
Backup Server Make, Model, Serial Number, Hardware Configuration, Operating System & Location	A development Lpar on p570 and a regression Lpar on p560. Unclear if any of these were ever intended to be used as a backup. Otherwise, no fail-over server for use of this purpose.

AMANDA CLIENTS	
Item	Description
Typical PC Client hardware configuration	
Client Operating System & Version	
Word Processor Vendor & Version	

NETWORK INFRASTRUCTURE	
Item	Description
Network Speed	
Server to Server Speed	
Other Relevant Details	

Note: The City must notify CSDC within thirty (30) calendar days after making changes to any of the above items.

EXHIBIT B
Work Request

Work Request No. ____

This Work Request Number ____ is issued pursuant to the Agreement for Maintenance and Support dated as of _____ (the "Agreement") between City of Austin, a home-rule municipality incorporated by the state of Texas ("City") and CSDC Systems, Inc. ("CSDC"). This Work Request incorporates the terms and conditions of the Agreement as if the Agreement were fully set forth in the text of this Work Request.

Effective Date of this Work Request.

This Work Request is effective as of [insert effective date][for time and materials also insert the date through which the Work Request is effective].

Services to be Performed and Schedule of Performance.

[Insert description of Services to be performed.]

CSDC will provide to City monthly written reports of the progress of the work.

Deliverables.

[If there are no Key Deliverables that are subject to acceptance testing, do not include this section:] The following are the Written Deliverables and Software Deliverables subject to acceptance testing under this Work Request: [List the Written Deliverables and Software Deliverables to be provided and the schedule for performing the Services. For each Software Deliverable, specify the design specifications or the document containing the design specifications for the Software Deliverable, their respective acceptance criteria, as well as the acceptance tests and procedures to be employed. Specify the duration of the Acceptance Test Period (if different from what is stated in the Agreement). If this is a fixed-price Work Request, specify any Warranty Period that is to begin on Acceptance of the Software Deliverable.]

Compensation.

Method: [check one]

- ☐ Time and Materials Basis. Cost Estimate: _____, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: _____, not including taxes.]
- ☐ Fixed-Price Basis. Fixed Price: _____, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: _____, not including taxes.] City will pay _____% of the fixed-price upon the execution of this Work Request. The remaining portion of the fixed-price will be due and payable in accordance with the following schedule: [Insert milestone payment schedule.]
- ☐ Other Basis. [Specify method of compensation.]

Payment Terms: Payment terms are pursuant to the Agreement.

Work Request Manager.

The Work Request Manager is:

Resources and Responsibilities of City.

City will provide the following resources and has the following responsibilities in supporting CSDC's performance of the Services:

Services or Support: *[Describe any portions of the project that are to be performed by City or provided by City to CSDC. In addition, describe any support functions that are to be performed by City].*

Facilities and Equipment: *[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Agreement.]*

Environments: *[Specify any development, testing, implementation or other environments to be provided by City].*

Proprietary Materials: *[List any proprietary materials to be provided by City.]*

Other:

Other Provisions.

[Insert any additional terms agreed to by the parties.]

Agreed to and accepted by:
CSDC Systems, Inc. (CSDC)

By: _____
Name: _____
Title: _____
Date: _____

City of Austin (City)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the Agreement, CSDC is required to pay to all employees directly assigned to providing Services pursuant to this Agreement a minimum Living Wage equal to or greater than \$10.90 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Agreement and that I am:

- (1) compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)

CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$10.90 per hour.

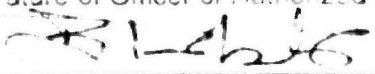
I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$10.90 per hour, and
- (2) are offered a health care plan with optional family coverage

Employee Name	Employee Job Title
Nandini Ganguly	VP Support and Development
Hongli Li	Manager, Support
Subhash Pandey	Manager, Support
Anthony Duong	Quality Control
Ardy Houshmand	Infrastructure Manager
Kannan Ponnusamy	Forms, Reports Developer
Mandy Zhu	New Releases Manager
Hong Dinh	Database Support

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$10.90 per hour and offered a health care plan with optional family coverage
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Company Name CSDC SYSTEMS INC.		
Signature of Officer or Authorized Representative 	Title C.F.O	Date FEB 7/08
Type or Print Name BEVERLY ROBERTS		

		CSDC SYSTEMS INC. 1705 Tech Avenue, Suite 1 MISSISSAUGA, ON, L4W 0A2		INVOICE NUMBER: <div style="font-size: 24pt; font-weight: bold;">7955</div>									
CONTACT: Gregory Hand CUSTOMER: City of Austin ADDRESS: PO Box 1088, 78767, 124 W. 8th Street CITY: Austin PHONE: E-Mail: Gregory.Hand@cityofaustin.tx.us		State Texas PC: 78701 FAX:		INVOICE DATE: 15-Dec-08 CUSTOMER PURCHASE ORDER #: GST #: R123468001									
PAYMENT TERMS Payment Due Date: January 14, 2009 Interest is charged at 1.5% per month on overdue accounts. Please make checks payable to CSDC Systems Inc. and payments should be mailed to the above address.													
DESCRIPTION	From	To	SOFTWARE		CONSULTING		TRAINING		TOTALS		Expenses		
			Quantity	Unit Price	Days	Daily Rate	Days	Daily Rate	Consulting (Days X Rate)	Training (Days X Rate)			
Maintenance	31-Dec-08	30-Dec-09											
Concurrent Users			300		\$81,036.63					\$81,036.63			
AMANDA Permits			1		\$2,431.10					\$2,431.10			
AMANDA Professional License			1		\$1,620.73					\$1,620.73			
AMANDA Business License			1		\$1,620.73					\$1,620.73			
Enhanced Inspection Module			1		\$2,025.92					\$2,025.92			
Batch (Report) Scheduler			1		\$2,431.10					\$2,431.10			
Trust Account			1		\$2,025.92					\$2,025.92			
Expert Compliance Letter			1		\$2,025.92					\$2,025.92			
AMANDA GIS Adapter			1		\$10,129.58					\$10,129.58			
ArcView Link			1		\$2,431.10					\$2,431.10			
E-Mail Robot			1		\$1,012.96					\$1,012.96			
Milestone Monitor			1		\$2,025.92					\$2,025.92			
Development Conditions Management Module			1		\$1,620.73					\$1,620.73			
eNtraprise Web Access (Development, Maximum 10 Connects) (Per Server)			1		\$810.37					\$810.37			
eNtraprise Web Access (Production) (Per Server)			1		\$5,672.56					\$5,672.56			
eNtraprise Anonymous Property Query			1		\$607.77					\$607.77			
eNtraprise Anonymous Complaint Submittal			1		\$0.00					\$0.00			
eNtraprise Anonymus Bill / Fine Payment			1		\$607.77					\$607.77			
eNtraprise My Permits			1		\$2,431.10					\$2,431.10			
eNtraprise Permitting Web Objects (Interface) Template			1		\$2,431.10					\$2,431.10			
eNtraprise Inspections Web Objects (Interface) Template			1		\$1,215.55					\$1,215.55			
eNtraprise - Registration Folder			1		\$202.59					\$202.59			
eNtraprise My Licenses			1		\$2,431.10					\$2,431.10			
eNtraprise Professional License Submittal Web Objects Template			1		\$2,431.10					\$2,431.10			
eNtraprise Professional License Renewal Web Objects (Interface) Template			1		\$2,431.10					\$2,431.10			
eNtraprise Electronic Plan Review Web Objects (Interface) Template			1		\$2,431.10					\$2,431.10			
Enterprise Security & Audit Module			300		\$24,310.99					\$24,310.99			
Report Wizard (Adhoc Reporting)			300		\$6,077.75					\$6,077.75			
Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 size			300		\$6,077.75					\$6,077.75			
eNtraprise Web Access (Fail Over for Production) (Per Server)			1		\$5,672.56					\$5,672.56			
CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives										\$0.00			
Totals By Category									\$ -	\$ 178,280.60	\$ -	\$ -	\$ -
COMMENTS: If you have any questions or concerns regarding the above details, please contact the following individual within 5 business days of receipt of this invoice: Rubina Abid - r.abid@csdcscsystems.com - 800.665.2135 Ext: 280									Kindly send your payment at the following address: CSDC Systems Inc 1705 Tech Avenue, Suite # 1 Mississauga, ON, L4W 0A2				
											Sub-Total		\$ 178,280.60
											Total Invoice Amount in USD		\$ 178,280.60

City of Austin - AMANDA Maintenance Year 4 - Year 8

Ref #	Description of Software	Quantity	Invoice #	7716	7955			
				Year 4 - 2008	Year 5 - 2009	Year 6 - 2010	Year 7 - 2011	Year 8 - 2012
1	Concurrent Users	300		\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1		\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1		\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1		\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1		\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1		\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1		\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1		\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1		\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1		\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtraprise Web Access (Development, Maximum 10 Connects) (Per Serve	1		\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtraprise Web Access (Production) (Per Server)	1		\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtraprise Anonymous Property Query	1		\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtraprise Anonymous Complaint Submittal	1		\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtraprise Anonymus Bill / Fine Payment	1		\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtraprise My Permits	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtraprise Permitting Web Objects (Interface) Template	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtraprise Inspections Web Objects (Interface) Template	1		\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtraprise - Registration Folder	1		\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtraprise My Licenses	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtraprise Professional License Submittal Web Objects Template	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtraprise Professional License Renewal Web Objects (Interface) Templat	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1		\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300		\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28
28	Report Wizard (Adhoc Reporting)	300		\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
29	Imaging - Electronic Review and Annotation of Digital Documents & Image	300		\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
30	eNtraprise Web Access (Fail Over for Production) (Per Server)	1		\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
	Total Maintenance Cost - To be invoiced 60 days prior Dec 31			\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
	CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice			\$6,400.00	\$ -	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
	Maintenance Total Cost			\$ 179,487.96	\$ 178,280.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28

NOTE

Taxes are not included

CPI of 3% is charged for every year based on the last years amounts

As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly

Maintenance for any new modules when added will be pro-rated to synchronize with the existing maintenance cycle.

NHCD, City of Austin

DRAFT Pricing March 3, 2010

	CSDC Original	See notes below Option 1	Option 2
NHCD Pricing	Analysis & Design	Analysis & Design	Analysis & Design
AMANDA Software (View Only Module w/ 15 licenses)	\$12,500	\$12,500	\$12,500
Implementation Services & Training	\$181,700	\$159,425	\$141,688
Total	\$194,200	\$171,925	\$154,188

AMANDA Software	Analysis & Design	Analysis & Design	Analysis & Design
AMANDA Licenses (15 Concurrent Licenses)	Optional	Optional	Optional
AMANDA View Only Module	\$5,000	\$5,000	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	\$7,500	\$7,500	\$7,500
Executive Dashboard Module (MicroStrategy)	Optional	Optional	Optional
Executive Dashboard Licenses (30 Named Licenses)	Optional	Optional	Optional
Total Software Costs	\$12,500	\$12,500	\$12,500

AMANDA Professional Services	Analysis & Design	Analysis & Design	Analysis & Design
PREPARE PHASE			
Project Kick Off and Planning	\$1,800	\$1,800	\$1,800
AMANDA Readiness Training for NHCD staff	\$3,300	\$3,300	\$3,300
AMANDA Administration Training w/ Documents, Forms & JSP	Optional		
NHCD Business Rules Walkthrough with staff	\$3,300	\$3,300	\$3,300
ANALYZE, DESIGN, PROTOTYPE PHASE			
Business Analysis & Prototype	\$18,150	\$18,150	\$18,150
Folder Design	\$44,750	\$44,750	\$44,750
Documents Analysis & Design (39)	\$33,000		
Forms Analysis & Design (15)	\$13,200		
Reports Analysis & Design (23)	\$26,400		
Monitors Analysis & Design (30)	\$19,800		
Analysis & Design Knowledge Transfer	Optional		
Configuration Support	Optional		
FINAL CONFIGURATION			
Folder Configuration	NA	NA	NA
Documents	NA	NA	NA

Forms	NA	NA	NA
Reports	NA	NA	NA
Monitors	NA	NA	NA
Configuration Support	Optional	Optional	Optional
TEST & TRAIN			
AMANDA Administration Training	Optional	Optional	Optional
Documents, Forms, Reports Setup Training	Optional	Optional	Optional
Monitors Setup Training	Optional	Optional	Optional
Train the Trainer	Optional	Optional	Optional
User Acceptance Testing	Optional	Optional	Optional
GO LIVE & SUPPORT			
Go Live & Support (3days onsite - one person)	Optional		
Project Management	\$18,000	\$18,000	\$18,000
Total Services Costs	\$181,700	\$159,425	\$141,688

AMANDA Professional Services Optional	Analysis & Design	Analysis & Design	Analysis & Design
Analysis & Design Knowledge Transfer	\$8,250	\$8,250	\$8,250
Configuration Support	\$13,200	\$13,200	\$13,200
AMANDA Administration Training	\$8,250	\$8,250	\$8,250
Documents, Forms, Reports Setup Training	\$9,900	\$9,900	\$9,900
Monitors Setup Training	\$4,950	\$4,950	\$4,950
AMANDA EAI Training	\$3,300	\$3,300	\$3,300
Train the Trainer	\$3,960	\$3,960	\$3,960
User Acceptance Testing	\$26,400	\$26,400	\$26,400
Go Live & Support	\$4,950	\$4,950	\$4,950
Total Services Costs	\$83,160	\$83,160	\$83,160

AMANDA Software Optional	Analysis & Design	Analysis & Design	Analysis & Design
AMANDA Licenses (15 Concurrent Licenses)	\$22,500	\$22,500	\$22,500
AMANDA View Only Module	\$5,000	\$5,000	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	\$7,500	\$7,500	\$7,500
Executive Dashboard Module	\$20,000	\$20,000	\$20,000
Executive Dashboard Licenses (30 Named Licenses)	\$0	\$0	\$0
Optional Software Costs	\$32,500	\$32,500	\$32,500

Option 1

Added customized AMANDA 5 training and 3 days Go Live support. Reduced the CSDC work by 50% on Documents, Forms, Reports and Monitors.
Added Knowledge Transfer and Configuration support at 50% of original quote.

Option 2

Added customized AMANDA 5 training and 3 days Go Live support. Reduced the CSDC work by 25% on Documents, Forms, Reports and Monitors.
Added Knowledge Transfer and Configuration support at 75% of original quote.

Both options have a 10-12 month timeline with the following assumptions (*original is 10 months*)

2 NHCD BSA - complete project

1 CTM BSA - complete project

2 CTM Programmers - one through complete project, one starting halfway through analysis/design phase

1 CTM PM

NHCD, City of Austin

DRAFT Pricing March 3, 2010

NHCD Pricing	Analysis & Design	Turnkey
AMANDA Software	\$22,500	\$55,000
Implementation Services & Training	\$181,700	\$444,200
SubTotal	\$204,200	\$499,200
Discount (5%)		\$24,960
Total	\$204,200	\$474,240

AMANDA Software	Analysis & Design	Turnkey
AMANDA Licenses (15 Concurrent Licenses)	\$22,500	\$22,500
AMANDA View Only Module	Optional	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	Optional	\$7,500
Executive Dashboard Module	Optional	\$20,000
Executive Dashboard Licenses (30 Named Licenses)	Optional	\$0
Total Software Costs	\$22,500	\$55,000

AMANDA Software Optional	Analysis & Design	Turnkey
AMANDA View Only Module	\$5,000	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	\$7,500	\$7,500
Executive Dashboard Module	\$20,000	\$20,000
Executive Dashboard Licenses (30 Named Licenses)	\$0	\$0
Optional Software Costs	\$32,500	\$32,500

AMANDA Professional Services	Analysis & Design	Turnkey
PREPARE PHASE		
Project Kick Off and Planning	\$1,800	\$1,800
AMANDA Readiness Training for NHCD staff	\$3,300	\$3,300
NHCD Business Rules Walkthrough with staff	\$3,300	\$3,300
ANALYZE, DESIGN, PROTOTYPE PHASE		
Business Analysis & Prototype	\$18,150	\$18,150
Folder Design	\$44,750	\$44,750
Documents Analysis & Design (39)	\$33,000	\$33,000
Forms Analysis & Design (15)	\$13,200	\$13,200
Reports Analysis & Design (23)	\$26,400	\$26,400
Monitors Analysis & Design (30)	\$19,800	\$19,800
Analysis & Design Knowledge Transfer	Optional	NA
FINAL CONFIGURATION		
Folder Configuration	NA	\$44,880
Documents	NA	\$43,560
Forms	NA	\$15,840
Reports	NA	\$15,840
Monitors	NA	\$19,800
Configuration Support	Optional	NA
TEST & TRAIN		
AMANDA Administration Training	Optional	\$8,250
Documents, Forms, Reports Setup Training	Optional	\$9,900
Monitors Setup Training	Optional	\$4,950
Train the Trainer	Optional	\$3,960
User Acceptance Testing	Optional	\$26,400
GO LIVE & SUPPORT		
Go Live & Support	Optional	\$4,950
Project Management	\$18,000	\$82,170
Total Services Costs	\$181,700	\$444,200

NHCD, City of Austin

DRAFT Pricing March 3, 2010

NHCD Pricing	Analysis & Design	Turnkey
AMANDA Software	\$22,500	\$55,000
Implementation Services & Training	\$181,700	\$444,200
SubTotal	\$204,200	\$499,200
Discount (5%)		\$24,960
Total	\$204,200	\$474,240

AMANDA Software	Analysis & Design	Turnkey
AMANDA Licenses (15 Concurrent Licenses)	\$22,500	\$22,500
AMANDA View Only Module	Optional	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	Optional	\$7,500
Executive Dashboard Module	Optional	\$20,000
Executive Dashboard Licenses (30 Named Licenses)	Optional	\$0
Total Software Costs	\$22,500	\$55,000

AMANDA Software Optional	Analysis & Design	Turnkey
AMANDA View Only Module	\$5,000	\$5,000
AMANDA View Only Licenses (15 Named Licenses)	\$7,500	\$7,500
Executive Dashboard Module	\$20,000	\$20,000
Executive Dashboard Licenses (30 Named Licenses)	\$0	\$0
Optional Software Costs	\$32,500	\$32,500

AMANDA Professional Services	Analysis & Design	Turnkey
PREPARE PHASE		
Project Kick Off and Planning	\$1,800	\$1,800
AMANDA Readiness Training for NHCD staff	\$3,300	\$3,300
NHCD Business Rules Walkthrough with staff	\$3,300	\$3,300
ANALYZE, DESIGN, PROTOTYPE PHASE		
Business Analysis & Prototype	\$18,150	\$18,150
Folder Design	\$44,750	\$44,750
Documents Analysis & Design (39)	\$33,000	\$33,000
Forms Analysis & Design (15)	\$13,200	\$13,200
Reports Analysis & Design (23)	\$26,400	\$26,400
Monitors Analysis & Design (30)	\$19,800	\$19,800
Analysis & Design Knowledge Transfer	Optional	NA
FINAL CONFIGURATION		
Folder Configuration	NA	\$44,880
Documents	NA	\$43,560
Forms	NA	\$15,840
Reports	NA	\$15,840
Monitors	NA	\$19,800
Configuration Support	Optional	NA
TEST & TRAIN		
AMANDA Administration Training	Optional	\$8,250
Documents, Forms, Reports Setup Training	Optional	\$9,900
Monitors Setup Training	Optional	\$4,950
Train the Trainer	Optional	\$3,960
User Acceptance Testing	Optional	\$26,400
GO LIVE & SUPPORT		
Go Live & Support	Optional	\$4,950
Project Management	\$18,000	\$82,170
Total Services Costs	\$181,700	\$444,200

Austin AMANDA Software Needs - 5 Years	Community	Costs-based	Server Cost	Additional Connect	Cost per Named User	Named User	2008 Licenses	2008 Add'l Maint.	2009 Licenses	2009 Add'l Maint.	2010 Licenses	2010 Add'l Maint.	2011 Licenses	2011 Add'l Maint.	2012 Licenses	2012 Add'l Maint.	Total Cost
Additional Licenses - 100 New Concurrent	Back Office Module	Concurrent			\$1,789/Concurrent	N/A		0	35,780	7,156	35,780	14,527	53,670	25,696	53,670	37,201	263,481
AMANDA Middleware - EAI	Interoperability	Population	\$31,288	\$15,000	N/A	N/A			46,289	9,258		9,535		9,821		10,116	85,018
AMANDA Review	External Agencies	Module	\$15,000	N/A	\$1,100	8					23,800	4,760		4,903		5,050	38,513
AMANDA View Only	Executives	Module	\$5,000	N/A	\$500	30					20,000	4,000		4,120		4,244	32,364
AMANDA Executive Monitor	Executives	Module	\$20,000	N/A	\$1,500	15					42,500	8,500		8,755		9,018	86,773
Cashier	Cashiers	Module	\$20,000	N/A	N/A	N/A			20,000	4,000		4,120		4,244		4,371	36,735
Custom Enhancements									10,000		10,000		10,000		10,000		40,000
							0	0	112,068	20,414	132,080	45,442	63,670	57,539	63,670	69,999	564,862

Licenses and Purchases 371,498
Maintenance 193,394



LICENSOR MAINTENANCE AND SUPPORT AGREEMENT

(Hereinafter the Support Agreement)

This Support Agreement is made on _____ and is made

Between:

CSDC Systems Inc.

Of

1705 Tech Avenue, Unit 1
Mississauga, Ontario
Canada L4W 0A2

Hereinafter referred to as **Licensor**

And:

City of

Anne Forsey,
PO Box 1088, 78767.
City of Austin Purchasing Office,
124 W. 8th Street,
78701

Hereinafter referred to as **Licensee**

For:

Licensed Software as listed in Appendix B running on computer processing systems as listed in Appendix C subject to the terms and conditions as set forth herein.



SECTION 1: DEFINITIONS

1. **Support Agreement:** Means this licensor Maintenance and Technical Support Agreement, its Appendices and any amendments thereto agreed upon by the parties
2. **Licensor:** Means the company granting the License.
3. **Licensee:** Means the purchaser and user of the Software as defined in Appendix B.
4. **Licensed Software:** Means information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system as identified in Appendix B.

Licensed Software shall also, for purposes of this document, mean:

- 1) a database schema and triggers,
 - 2) client computer program
 - 3) the media containing the Licensed Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the software program(s) as specified in Appendix B of this License.
5. **Software Bug(s):** Shall mean errors reported by the Licensed Software (as an error code) during its operation or the inability of the software to perform a function as described in the Licensed Software documentation provided by Licensor.
 6. **Corrections:** Shall mean fixes made to Licensed Software to remove software bugs or workarounds acceptable to the Licensee.
 7. **Upgrade:** Shall mean improvements made by the Licensor to the Licensed Software which relates to operating performance and does not change the basic function of the Licensed Software.
 8. **Enhancements:** Shall mean Modifications made by the Licensor to the Licensed Software which relate to operating performance but also change the basic function(s) of the Licensed Software.
1. **Modifications:** Shall mean any programmatic or database schema changes made by the Licensor to the Licensed Software.
 2. **Designated Support Contact:** Shall mean an employee of the Licensee that has been



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

designated by the Licensee, with written notice to Licensor, with the responsibility of reporting Software Bugs, and requesting Upgrades from Licensor.

3. **Effective Date:** Shall mean the date as defined in Appendix A.
4. **Expiry Date:** Shall mean the date as defined in Appendix A.

SECTION 2: TERMS AND CONDITIONS

1. The Effective Date and Expiry Date of this Support Agreement are as outlined in Appendix A.

2. The Licensor hereby agrees to provide, at no additional cost beyond the fees set forth in Appendix B, to the Licensee the following services:

a) Support: AMANDA support services in the following manner:

1. Licensor will provide bug fixes to Software Bugs as reported by Licensee.
2. Licensor will provide reasonable telephone support between the hours of 8:30am EST to 5:00pm EST. Such telephone support will be Licensor's best efforts to provide a reasonable level of clarification of documentation and licensed software modules.

Licensor will respond to Licensee's request for support services within four (4) hours. Response time for on-site assistance will be a maximum of sixteen (16) hours.

Support problems can also be reported via email and the web at the following addresses: E-Mail: support@csdcsystems.com Web Site: <http://www.csdcsystems.com>.

b) Problem Diagnosis. Licensor will provide problem diagnosis for the Product and, where possible, will supply corrections for problems that Licensor diagnoses as defects in the Product. Licensor will perform these services in a timely manner consistent with the urgency of the situation. Corrective action will follow the following general guidelines:

Severity 1: a critical problem has been encountered such that the Product is inoperable. Licensor will respond immediately to diagnose the problem. Licensor and customer personnel will work diligently and continuously to correct the problem as quickly as possible.

Severity 2: a problem has been encountered that does not prevent use of the Product, but the system is not operating correctly. Licensor will diagnose the problem and advise Licensee of a work-around as quickly as possible. If requested by Licensee, Licensor will provide a software patch outside the normal release/quality assurance process.

Severity 3: a minor problem has been encountered. The Product is usable but could be improved by correction of a minor defect, or usability enhancement. Licensor will assess the problem and, depending on priorities, schedule a fix for the next release,



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

advise Licensee that this will not be corrected, or offer this change to Licensee as a chargeable customization if Licensee determine it is desirable.

Licensed Software problem support services do not include on-site maintenance or support which, subject to availability of personnel, will be offered to Licensee at a separate charge unless problem cannot be resolved remotely.

- c) Corrections. Licensor will provide corrections to any and all defects in the Licensed Software covered by this Support Agreement, as identified in Appendix B. Software Bugs must be reported by the Licensee to the Licensor using the Licensee's Standard Problem Report Form or through CSDC's web support site.
- d) Upgrades. Licensor will provide upgrades to all Licensed Software identified in Appendix B as implemented from time to time in the improvement of the Licensed Software.
- e) Enhancements. Licensor will provide enhancements to all Licensed Software identified in Appendix B as implemented from time to time in the improvement of the Licensed Software.
- f) Release Currency. Licensor will provide new versions and releases of all Licensed Software covered in Appendix B which may contain Corrections, Upgrades or enhancements which have been reported reasonably in advance of the version or release date, for operating system and RDBMS listed in Appendix C, as such new versions and releases become available, at no charge. Licensor applications will maintain release currency with the then current database and operating system within ninety (90) days from the date the Licensee notifies Licensor they have obtained a new release of said software.

3. Licensor warrants that the Support to be provided hereunder will be performed to the standards of care and diligence normally practiced by recognized software firms performing services of a similar nature. The Licensee's recourse of remedy for any breach of this warranty will be the right to require Licensor to re-perform the services without additional cost to the Licensee.

4. Service Escalation. If a problem is not addressed in a timely manner, the Licensee may escalate the Support process by first contacting the Support Service Manager, secondly, the Licensee may contact the Vice President of Client Services.

5. Support will only be provided for the current release of the Licensed Software covered in Appendix B, subject to a "window" period of eighteen (18) months after the availability of a new release. If fixes are available in the next release of the software the Licensee will be required to move to that release to obtain them

6. The Licensor agrees to make available, to the Licensee, the necessary staff or resources to accommodate requested Modifications to the Licensed Software as outlined in Appendix B, upon reasonable notice and at then current and standard labour and material rates.

7. Unless otherwise specified in Appendix B, this Support Agreement is for a single Production Server. Additional maintenance for other Servers is not included in this Support Agreement and must be covered under a separate Support Agreement.

8. Warranty: The Licensor warrants that it is the sole owner of the Licensed Software or has the full power and authority to effect the Corrections, Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

9. All warranties applicable to the original Software and covered under the CSDC Corporate Software License Agreement signed by the Licensee apply equally to all Corrections, Upgrades, Enhancements and Modifications as set forth in Appendix B. All warranties are void if Licensee makes any modifications to the Licensed Software without express written approval by the Licensor. The extent of the liability accepted by the Licensor is as set out herein and does not include consequential damages or liability claims arising from the Software or efforts to correct such.

10. The Licensee agrees to pay the Licensor additional fees at the Licensor's regularly published preferred rates if the Licensor is called upon to provide assistance in solving problems which are not caused by any defects in the Software.

11. The Licensee is required to purchase maintenance support for the first year within 30 calendar days after the installation of the Licensed Software or the installation of additional software options that may be purchased subsequent to the original purchase. The fees for maintenance support shall be paid in advance annually and are due within 60 calendar days from date of installation or 70 (seventy) calendar days from date of shipment of Licensed Software.

12. If during the implementation of a project, the Licensee acquires new AMANDA software modules where maintenance is applicable then such maintenance costs will be governed by the Terms and Conditions outlined in this document (Item 10 above). Once the Licensee is in production using some or all of the AMANDA software then if the Licensee acquires new AMANDA software modules, the maintenance costs for these newly acquired modules will take effect and will be billed 30 days from the acquisition date.

13. Maintenance support will be extended for one year periods on the anniversary of the execution of this Support Agreement, unless the Designated Support Contact gives at least thirty (30) calendar day's prior notice of cancellation. The fees for the renewal year will be published in the Licensor's regular price list. Licensee will be given notice of any price changes at least thirty (30) days prior to the renewal of this Support Agreement. The Licensee may reinstate lapsed support for the Software by paying all maintenance support fees in arrears and all costs invoiced by the Licensor on a time and material basis for updating the Software to the current version.

14. All notices, including notices of address change, required to be sent hereunder, shall be in writing and shall be deemed to have been given when delivered by common carrier (for example: UPS, Federal Express, Purolator, etc) or delivered in person or by facsimile transmission to the then applicable address for the party receiving the same. Receipt of any notice will be deemed to be the earlier of five (5) days after the date of mailing and the actual date of delivery unless service is interrupted.

Licensor		Licensee
CSDC Systems Inc.	and	City of Austin
Attention: Manager, Administration and Finance		Anne Forsey,
1705 Tech Avenue, Unit 1		PO Box 1088, 78767.
Mississauga ON L4W OA2		City of Austin Purchasing Office,
		124 W. 8th Street,
		78701

15. Both parties agree that upon mutual consent, the appendices attached hereto can be



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

modified by the authorized representatives listed in section 14 above. Modified Appendices are required to be signed and dated by the authorized representatives listed in section 14 above.

16. Payment: The City will compensate CSDC for the annual maintenance costs thirty (30) calendar days from the date of the submitted CSDC invoice. The City will promptly review invoicing and notify CSDC of any objection in writing within 5 business days of receipt of an invoice. If any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice, the City will pay a late payment charge of 1.5% per month (18% per annum) on the unpaid amount, together with the charges for services rendered.

17. The Maintenance cycle for ~~City of Austin is Dec 31 to Dec 30~~ ^{the City & State maximum City & Vendor} of the following year. Taxes are not included. CPI of 3% is charged for every year based on the last years amounts. As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly. Maintenance for any new modules when added will be prorated to synchronize with the existing maintenance cycle.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

SIGNED:

Licensor:

Signature

Printed Name

Title

Date

Licensee:

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

I/We have authority to bind the Corporation.



APPENDIX A – MAINTENANCE AGREEMENT DATES

Support Agreement Effective Date: December 30, 2007

Support Agreement Expiry Date: December 31, 2012

SIGNED:

Licensor Representative

Licensee Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

APPENDIX B – SOFTWARE PRODUCTS ANNUAL MAINTENANCE

City of Austin - AMANDA Maintenance Year 4 - Year 8

Ref #	Description of Software	Quantity	Dec 30, 2007 to Dec 31, 2008	Dec 30, 2008 to Dec 31, 2009	Dec 30, 2009 to Dec 31, 2010	Dec 30, 2010 to Dec 31, 2011	Dec 30, 2011 to Dec 31, 2012
			Year 4	Year 5	Year 6	Year 7	Year 8
1	Concurrent Users	300	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73	\$ 85,971.77	\$ 88,550.92
2	AMANDA Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
3	AMANDA Professional License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
4	AMANDA Business License	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
5	Enhanced Inspection Module	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
6	Batch (Report) Scheduler	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
7	Trust Account	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
8	Expert Compliance Letter	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
9	AMANDA GIS iAdapter	1	\$ 9,834.54	\$ 10,129.58	\$ 10,433.47	\$ 10,746.47	\$ 11,068.86
10	ArcView Link	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
11	E-Mail Robot	1	\$ 983.45	\$ 1,012.96	\$ 1,043.35	\$ 1,074.65	\$ 1,106.89
12	Milestone Monitor	1	\$ 1,966.91	\$ 2,025.92	\$ 2,086.69	\$ 2,149.29	\$ 2,213.77
13	Development Conditions Management Module	1	\$ 1,573.53	\$ 1,620.73	\$ 1,669.35	\$ 1,719.44	\$ 1,771.02
14	eNtraprise Web Access (Development, Maximum 10 Connects) (Per Server)	1	\$ 786.76	\$ 810.37	\$ 834.68	\$ 859.72	\$ 885.51
15	eNtraprise Web Access (Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
16	eNtraprise Anonymous Property Query	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
17	eNtraprise Anonymous Complaint Submittal	1	\$ -	\$ -	\$ -	\$ -	\$ -
18	eNtraprise Anonymus Bill / Fine Payment	1	\$ 590.07	\$ 607.77	\$ 626.01	\$ 644.79	\$ 664.13
19	eNtraprise My Permits	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
20	eNtraprise Permitting Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
21	eNtraprise Inspections Web Objects (Interface) Template	1	\$ 1,180.15	\$ 1,215.55	\$ 1,252.02	\$ 1,289.58	\$ 1,328.26
22	eNtraprise - Registration Folder	1	\$ 196.69	\$ 202.59	\$ 208.67	\$ 214.93	\$ 221.38
23	eNtraprise My Licenses	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
24	eNtraprise Professional License Submittal Web Objects Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
25	eNtraprise Professional License Renewal Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
26	eNtraprise Electronic Plan Review Web Objects (Interface) Template	1	\$ 2,360.29	\$ 2,431.10	\$ 2,504.03	\$ 2,579.15	\$ 2,656.53
27	Enterprise Security & Audit Module	300	\$ 23,602.90	\$ 24,310.99	\$ 25,040.32	\$ 25,791.53	\$ 26,565.28
28	Report Wizard (Adhoc Reporting)	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
29	Imaging - Electronic Review and Annotation of Digital Documents & Images up to 11x17 siz	300	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32
30	eNtraprise Web Access (Fail Over for Production) (Per Server)	1	\$ 5,507.34	\$ 5,672.56	\$ 5,842.74	\$ 6,018.02	\$ 6,198.56
	Total Maintenance Cost - To be invoiced 60 days prior Dec 31		\$ 173,087.96	\$ 178,280.60	\$ 183,629.01	\$ 189,137.88	\$ 194,812.02
	CTAC Registration Annual Participation - Conference, Training for 4 City of Austin representatives - Part of Maintenance Invoice		\$6,400.00	\$ 6,592.00	\$ 6,789.76	\$ 6,993.45	\$ 7,203.26
	Maintenance Total Cost		\$ 179,487.96	\$ 184,872.60	\$ 190,418.77	\$ 196,131.34	\$ 202,015.28



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

SIGNED:

Licensors Representative

Licensee Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**APPENDIX C – EXISTING ENVIRONMENT**

AMANDA DATABASE SERVERS	
Item	Description
Database Server Make	IBM pSeries
Database Server Model	p595 Lpar
Database Server Serial Number	24000E
Database Server Hardware Configuration	8 virtual processors; 8 Gb Memory; 34 GB of mirrored hard disks for OS; 390 Gbs of SAN storage for Oracle; 1 Gb Ethernet card
Database Server Operating System & Version	AIX 5300-05-CSP
Database Server Location	Waller Creek Center - 10th Floor
RDBMS Vendor	Oracle
RDBMS Version	Oracle9i Enterprise Edition Release 9.2.0.6.0 - 64bit Production
Other Software / Databases installed on the AMANDA Server	none
Service Packs Installed	Patchset 5 (9.2.0.6)
Security Patches Applied	Patch 5225793
Backup Server Make, Model, Serial Number, Hardware Configuration, Operating System & Location	A development Lpar on p570 and a regression Lpar on p560. Unclear if any of these were ever intended to be used as a backup. Otherwise, no fail-over server for use of this purpose.

AMANDA CLIENTS	
Item	Description
Typical PC Client hardware configuration	
Client Operating System & Version	
Word Processor Vendor & Version	

NETWORK INFRASTRUCTURE	
Item	Description
Network Speed	
Server to Server Speed	
Other Relevant Details	

Note: You must notify CSDC within 30 days after making changes to any of the above items.



LICENSOR MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

SIGNED:

Licensor Representative

Licensee Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

TO: Elaine Carter, Assistant Director
Department of Small and Minority Business Resources

FROM: Mick Osborne, Specialist Sr. Buyer, Purchasing Office
DATE: December 6, 2007

SUBJECT: Approval to use Zero Goals for Requisition No. RQM 5600-07120500185
Project Name: Maintenance and Support for Amanda PIER software
Commodity Code(s): 92045
Estimated Value: \$179,487.96, with four 12-month extension options

The Purchasing Office has determined that the following Goals are appropriate for this sole source purchase:

X No Goals (Goal of 0%)

This determination is based on the following reasons:

This sole source purchase will be awarded directly to the developer/manufacturer of the system. No subcontracting opportunities have been identified. Sole source memo is attached.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2995.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Sole Source Solicitation

Elaine Carter
Elaine Carter, Assistant Director

Date: 12-10-07

cc: Susan Brown, CTM

PURCHASING OFFICE
CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

DATE: November 12, 2007

TO: Purchasing Officer or Designee

FROM: Communications and Technology Management

NAME: Greg Hand

PHONE: 974-1428

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. Software maintenance and support contract for the Amanda application. The price of the contract for 2008 through 2012, including four attendees to the annual conferences, is \$952,925.94. The contract is written with options for four years with a cost increase of three percent (3%) per year. In addition to the maintenance and support for the existing system, this request also includes funds to cover additional software licenses from 2009 through 2012 at a cost of \$371,488.00 with an additional cost of \$193,394 for maintenance and support for the same period. The total request amount for the five year period is \$1,517,807.94. Vendor information: CSDC Systems Inc., 1705 Tech Avenue Suite 1, Mississauga, ON L4W 0A2, (905) 206-1296.

CSDC Systems, Inc. is the developer and owner of the Amanda application. The source code for the Amanda application and the use of the data model are contractually controlled by CSDC Systems, Inc. There are no other entities, companies or individuals, which can legally provide upgrades and maintenance for the application client interface.

3. Definition of Sole Source Procurement Condition (use one or more items). This procurement is necessary because:

- A. There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork.

Detail Explanation:

CSDC Systems, Inc. controls the copyrights to the source code for the Amanda application.

- B. The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation.

Detail Explanation:

N/A

- C. The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

Detail Explanation:

Upgrades, extensions and maintenance of the Amanda application client interface are only available

through CSDC Systems, Inc.



October 26, 2007

Karen Sharp
Deputy CIO
625 E. 10th Street, 9th Floor
Austin, Texas 78701

Brenda Barnard
IT Projects & Development Manager
625 E. 10th Streets, 9th Floor
Austin, Texas 78701

RE: AMANDA Maintenance Contract

Karen and Brenda,

As per our meeting on September 12th 2007 with Frank Carchedi from Motorola, Gregory Hand and yourselves, please find below the information regarding the new AMANDA Maintenance arrangement. Frank has already reviewed this letter.

Effective January 1, 2008, the City of Austin is entering into its fourth year of AMANDA Maintenance with a successful AMANDA deployment that went incrementally into a full production throughout 2006 and early 2007.

Motorola, as the prime contractor and CSDC Systems, as a subcontractor, carried their common contractual obligations and fulfilled their respective AMANDA support and maintenance obligations throughout the first 3 years under the initial Prime and Subcontractor arrangement. The rationale for the contract modification and the sole source to CSDC for AMANDA Maintenance is based on the following:

- The domain knowledge and technical expertise required to support and maintain AMANDA are within CSDC;
- AMANDA has been operational in production with all business units, end users and all software for over 7 months;
- City's AMANDA Support team has had a chance to experience and gauge the level of support provided by CSDC;

Motorola and CSDC with the support from the City, have recommended that the City of Austin contracts directly with CSDC through a sole source for its AMANDA Maintenance onwards, thus releasing Motorola from its maintenance and support role. Moving forward, City of Austin AMANDA Teams will work directly with CSDC support team and annual maintenance fees will be processed directly through CSDC.

CSDC is the only software provider authorized to provide the City of Austin with AMANDA Support. CSDC Support facilities including technical staff, web site, call center and product upgrades, release notes, etc are all under the ownership and control of CSDC Systems.

I hope this information provides you with the information needed on the rationale for a change on the AMANDA Maintenance. The CSDC maintenance contract including cost breakdown and options available has been prepared in conjunction with the City and is available for your review.

Best Regards,

Sebastien Pare

CSDC Systems Inc.

October 24, 2013

Kamran Karimi
 Programmer Analyst Supervisor
 Communications and Technology Management
 City of Austin
 Office: (512) 974-2877
 Cell: (512) 567-3557

CSDC Systems Inc.
 2821 West 7th Street
 Suite 201
 Fort Worth, TX 76107
 Tel: 1 888 661 1933
 Fax: 1 877 661 6175

Dear Kamran,

RE: Maintenance Quotation

Calendar Year 2014 (Year 1) – Dec 31, 2013 thru Dec 30, 2014

Item	Products	Quantity	Annual Maintenance
1	Concurrent User Licenses	300	\$100,989.44
2	Concurrent User Licenses – RLS & Audit	300	\$28,183.11
3	Batch Scheduler	1	\$2818.32
4	Development & Conditions Management	1	\$1878.87
5	Email Notification Server	1	\$1174.30
5	Enhanced Inspection	1	\$2348.59
6	GIS Adaptor	1	\$11742.96
7	GIS Viewer	1	\$2818.32
8	AMANDA Business License Module	1	\$1878.87
9	AMANDA Professional License Module	1	\$1878.87
10	Milestone Monitor	1	\$2348.59
11	Multiple Merge Document	1	\$2348.59
12	AMANDA Permit Module	1	\$2818.32
13	Trust Account	1	\$2348.59
14	CTAC Registration	4	\$7871.20
15	AMANDA Imaging – Electronic Review & Annotation	300	\$7045.78
16	Letter of Credit Module	1	\$2333.98
17	View Only Module	1	\$1060.90
18	View Only Licenses	15	\$1591.35
19	Cashier Module	1	\$4000.00
20	Amanda Review Licenses	5	\$500.00
21	Portal II Development Server	1	\$1000.00
22	Portal II Test Server	1	\$1000.00
23	Portal II Production Server	2	\$4000.00
24	Smart Guide Designer	4	\$1600.00
25	Smart Guide 5 pack Smart Process	1	\$2000.00
26	Portal II User Registration	1	\$3000.00
27	Portal II User Registration Extension	1	\$1000.00
28	Portal II Payment/Ecommerce	1	\$2000.00
29	Portal II Payment Extension	1	\$2000.00

30	Portal II Public Search	1	\$4000.00
26	Portal II License Package	1	\$2000.00
27	Portal II Inspection Package	1	\$2000.00
28	Portal II Inspection Extension	1	\$1000.00
29	Portal II Permit Package	1	\$2000.00
30	Portal II Web Services	1	\$6000.00
Total			\$224,578.95

Calendar Year 2015 (Year 2)

Annual Increase not to exceed 3 % increase

Calendar Year 2016 (Year 3)

Annual Increase not to exceed 3 % increase

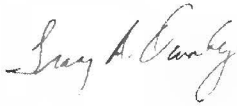
Calendar Year 2017 (Year 4)

Annual Increase not to exceed 3 % increase

Quotation Approval

The City understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, the City will accept all terms and conditions outlined in this quotation.

Kamran Karimi
Programmer Analyst Supervisor


Tracy A Ownbey
CSDC Systems, Inc.

October 21, 2013

Kamran Karimi
 Programmer Analyst Supervisor
 Communications and Technology Management
 City of Austin
 Office: (512) 974-2877
 Cell: (512) 567-3557

CSDC Systems Inc.
 2821 West 7th Street
 Suite 201
 Fort Worth, TX 76107
 Tel: 1 888 661 1933
 Fax: 1 877 661 6175

Dear Kamran,

RE: Additional Modules and Services

Introduction

We, at CSDC Systems Inc. are pleased to submit a quotation for providing additional modules and services as an addition to your current AMANDA application.

Scope of Work - CSDC shall deliver to The City of Austin the following products and services:

Calendar Year 2014 (Year 1)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$224,578.95
Total		\$224,578.95

Item	Products	Unit Price	Quantity	Total	Annual Maintenance
1	Concurrent User Licenses	\$1450	60	\$87,000	\$17,400
2	Concurrent User Licenses – RLS & Audit	\$290	60	\$17,400	\$3480
3	View-Only Licenses	\$420	50	\$21,000	\$4200
4	SmartGuide Designer Licenses	\$2000	10	\$20,000	\$4000
5	Smart Based Process Licenses – 5 pack	\$10,000	1	\$10,000	\$2000
6	GeoCortex Extension	\$10,000	1	\$10,000	\$2000
7	Electronic Markup Management Server Module	\$10,000	1	\$10,000	\$2000
8	Electronic Markup Management Application Licenses	\$532	75	\$39,900	\$7980
Total				\$225,300	\$43,060

Item	Services	Unit Price	Quantity	Total
1	ACE – Special Events	\$1800	194 days	\$349,200
2	MAS90 Design and Analysis	\$1800	60 days	\$108,000
3	Upgrade & Folder Type Refresh	\$1800	320 days	\$576,000
4	Implementation of New Modules	\$1800	10 days	\$18,000
5	Training	\$1800	20 days	\$36,000
Total				\$1,087,200

Calendar Year 2014 Total	\$1,537,078.95
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Calendar Year 2015 (Year 2)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$274,376.32
Total		\$274,376.32

Item	Products	Unit Price	Quantity	Total	Annual Maintenance
1	Mobile Application Server Module	\$16,000	1	\$16,000	\$3200
2	Mobile 6 Licenses	\$944	200	\$188,800	\$37,760
3	LDAP Authentication Adapter	\$5500	1	\$5500	\$1100
4	Scan Station Module	\$5500	1	\$5500	\$1100
5	External Review Server Module	\$16,000	1	\$16,000	\$3200
6	External Review User Licenses	\$500	50	\$25,000	\$5000
7	Executive Monitor Server Module	\$15,000	1	\$15,000	\$3000
8	Executive Monitor Licenses	\$1500	20	\$30,000	\$6000
9	EDMS Adapter	\$15,000	1	\$15,000	\$3000
Total				\$316,800	\$63,360

Item	Services	Unit Price	Quantity	Total
1	ACE – Special Events	\$1800	100 days	\$180,000
2	Upgrade & Folder Type Refresh	\$1800	260 days	\$468,000
3	Implementation of New Modules	\$1800	60 days	\$108,000
4	Training	\$1800	10 days	\$18,000
Total				\$774,000

Calendar Year 2015 Total	\$1,365,176.32
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Calendar Year 2016 (Year 3)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$345,967.61
Total		\$345,967.61

Item	Services	Unit Price	Quantity	Total
1	Upgrade & Folder Type Refresh	\$1,800.00	200 days	\$360,000
2	Training	\$1,800.00	10 days	\$18,000
Total				\$378,000

Calendar Year 2016 Total	\$723,967.61
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Calendar Year 2017 (Year 4)

Item	Support and Maintenance	Total
1	Support and maintenance on existing modules and licenses	\$356,346.64
Total		\$356,346.64

Item	Services	Unit Price	Quantity	Total
1	Upgrade & Folder Type Refresh	\$1,800.00	160 days	\$288,000
2	Training	\$1,800.00	10 days	\$18,000
Total				\$306,000

Calendar Year 2017 Total	\$662,346.64
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*Please note: Lodging and travel costs for any onsite services are included in the Services daily rate.

Payment Schedule and Terms

CSDC will activate the software licenses for the City within 48 hours of receiving the Purchase Order from the City. An invoice will be emailed upon the delivery of the software to the City. The City must pay for invoice within thirty (30) days of receipt of a CSDC invoice unless CSDC is notified of an issue within five (5) business days of invoice receipt.


Validity, Currency and Shipping

The above provided prices and quotation details are subject to change without notice prior to CSDC receiving a signed quotation. All quoted prices are in US dollars and are valid for thirty (30) days from the date of this document. Applicable Taxes are additional.

Quotation Approval

The City understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, the City will accept all terms and conditions outlined in this quotation.

Kamran Karimi
Programmer Analyst Supervisor


Tracy A Ownbey
CSDC Systems, Inc.